
A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Reserved For Future Use

(C)

A40.2 Reserved For Future Use

A40.3 (DELETED)

A40.4 (DELETED)

A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service

A40.5.1 General

- A. Broadband Line Service provides the customer with a local connection to high speed frame or cell-based switched services.
- B. Broadband Line Service is available under options. Rates, charges, terms and conditions specific to these options are in later subsections of this Section.
- C. Network interface specifications for Broadband Line Service are contained in BellSouth Technical Reference 73590. This publication is available from:
 - BellSouth Telecommunications, Inc.
 - Documentation Operations
 - 20th Floor
 - 600 North 19th Street
 - Birmingham, AL 35203
- D. Broadband Line Service, as provided for in this Section, is offered for intraLATA use only and may not be utilized to connect to a Class 5 office for use in local exchange service transmissions.
- E. The terms, conditions and rates specified herein are in addition to the applicable terms, conditions and rates specified in other sections of this and other Guidebooks of the Company.
- F. The rates and charges set forth for Broadband Line Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply as set forth in Section A5.

(C)

A40.5.2 Terms and Conditions

- A. Explanation of Terms
 - 1. Broadband Line
The link from the customer's premises to the customer's Serving Wire Center.
 - 2. Broadband Line Extension
When a customer's Serving Wire Center is not a Serving Area Point, a Broadband Line Extension is used to connect the Serving Wire Center to the closest Serving Area Point. The Broadband Line Extension is associated with a Broadband Line, or as specified otherwise herein this guidebook.
The Broadband Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point.
 - 3. Network Serving Area
Certain Company Central Offices are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.
 - 4. Serving Area Point
A Company Central Office that is designated as a member of the Network Serving Area.
- B. Basis of Offering
 - 1. Detailed monthly billing is not provided.
 - 2. Suspension of service is not allowed.
 - 3. The minimum service period is one month.

Pages 2.1 and 2.2 are hereby deleted in their entirety and removed from this Guidebook.

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(M)

A40.5.2 Terms and Conditions (Cont'd)

(M)

C. Connections

(M)

The design, maintenance, and operation of Broadband Line Service contemplates data communications originating or terminating at stations of the customer.

(M)

1. Obligations of Customer

(M)

a. When customer provided equipment (CPE) is connected with Broadband Line Service, the customer or authorized user must provide equipment to perform the function of the Digital Terminating Equipment (DTE). The DTE provided by the customer is required at a customer's premises to perform such functions as:

(M)

- Proper termination of service

(M)

- Amplification

(M)

- Signal shaping

(M)

- Remote loopback

(M)

b. Where Broadband Line Service is available under this Guidebook for use in connection with customer provided equipment (CPE), the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the CPE does not endanger the safety of Company employees or the public; damage, require change in, or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

(M)

c. When CPE is connected to Broadband Line Service, the customer shall be responsible for:

(M)

(1) Compatibility of the CPE to Broadband Line Service. This includes replacing the DTE due to technological changes in the network, and

(M)

(2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any CPE which is connected to Broadband Line Service.

(M)

d. The customer's responsibility shall include cooperative testing with the Company as may be necessary.

(M)

2. Responsibility of the Company

(M)

a. The Company shall not be responsible for installations, operation, or maintenance of any CPE. Where such CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for Broadband Line Service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for:

(M)

(1) The through transmission signals generated by such equipment, or for the quality of, or defects in, such transmission,

(M)

(2) The reception of signals by such equipment, or

(M)

(3) Damage to CPE provided by a customer to an authorized user during testing.

(M)

b. The Company shall not be responsible to the customer, if changes in any of the facilities, operations, or procedures of the Company utilized in provisioning of Broadband Line Service render any facilities provided by a customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance.

(M)

c. The Company undertakes to maintain and repair the facilities which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

(M)

Pages 3.0.1 through 3.4 are hereby deleted in their entirety and removed from this Guidebook.

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

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A40.5.2 Terms and Conditions (Cont'd)

(M)

D. Provision of Service

(M)

1. Rates and charges contained in this Section consist of the following elements:

(M)

- a. Broadband Line
- b. Broadband Line Extension
- c. Move Charges

(M)

(M)

(M)

2. Service charges for Broadband Line Service are included in the respective nonrecurring charges specified herein. Service Charges from Section A4. are not applicable. Charges applicable for customer requested change of service installation due date and cancellation of service installation are as specified in Section A40.9 following.

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3. A move involves a change in the physical location of one of the following:

(M)

- the point of interface at the customer's premises
- the customer's premises

(M)

(M)

The charges for the move are dependent upon whether the move is located within the same building or to a different building.

(M)

- a. Moves Within the Same Building

(M)

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half the nonrecurring charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements.

(M)

- b. Moves to a Different Building

(M)

Moves to a different building, other than addressed in c. following, will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established at the new location. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(M)

- c. Moves of Service(s) under Fast Packet SPP

(M)

Customer requests for moves of service under Fast Packet SPP, other than inside moves, will be subject to the conditions stated in A40.10.11.

(M)

4. Service may be connected to connecting companies' service areas. In cases where the Company has established Broadband Services contractual arrangements with that company, service will be provided under the terms in this Guidebook. Where contractual arrangements do not exist, the Company will apply alternative guidebook rates to the service in the connecting company's area or the connecting company may bill its charges directly to the customer.

(M)

Pages 4.0.1 through 4.1 are hereby deleted in their entirety and removed from this Guidebook.

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

A40.5.3 Reserved for Future Use

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

A40.5.3 Reserved for Future Use (Cont'd)

(C)

(D)

Page 6.1 is hereby deleted in its entirety and removed from this Guidebook.

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

A40.5.3 Reserved for Future Use (Cont'd)

(C)

(D)

A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

A40.5.3 Reserved for Future Use (Cont'd)

(C)

(D)

A40.6 Reserved for Future Use

A40.7 Reserved for Future Use

A40.8 Reserved for Future Use

(C)

A40. FAST PACKET TRANSPORT SERVICES

A40.9 Miscellaneous Charges For Fast Packet Transport Services

A40.9.1 General

- A. The miscellaneous charges provided herein are only applicable to specific Fast Packet Transport Services if so indicated in that service's respective subsection of this Guidebook (e.g., the subsections governing Broadband Line Service specifically indicate charges herein A40.9.1 are applicable). The terms, conditions and miscellaneous charges herein apply for customer requested changes of service installation¹ due dates and customer requested cancellation of service installation orders. Terms, conditions and miscellaneous charges herein do not apply for customer requested due date changes or cancellation requests which involve only non-design service such as the addition of features to existing service or a change to an existing feature (e.g., DLCIs, CIR, PVCs, SVCs, etc.). (C)
(C)

A40.9.2 Due Date Change Charges

- A. Upon customer request, the due date for service installation may be changed after an initial service order is issued.
- B. When the customer requests a new due date for service installation, the customer will not be charged for the first such due date change request. For each subsequent request(s) for the due date to be changed, the customer will be billed a service installation Due Date Change Charge as set forth in D. following (except under the conditions provided in C.(1) following).
- C. When the customer requests a new due date for service installation that is 30 or more calendar days beyond the original due date for installation, the customer has the choice of the following options:
 - 1. The service order is cancelled and charges set forth in A40.9.4 following will apply, or
 - 2. Billing for the service will commence on the 31st day beyond the original service date; if this is a subsequent request for the due date to be changed, the service installation Due Date Change Charge will also apply.
- D. The Due Date Change Charge will apply as specified in B. and C. preceding. The applicable charge is:
 - (1) Due Date Change Charge

	Charge	USOC
(a) per request (after initial request)	\$ 200.00	FPTDD

A40.9.3 Expedite Request Charges

- A. Upon customer request, the Company will perform the work required to determine if a due date for a service installation can be provided that is in advance of the Company's stated standard installation interval for such service. Such requests shall be referred to as expedite requests, and all such requests shall incur an Expedite Request Charge whether or not the Company can meet the expedited due date desired by the customer. The Expedite Request Charge is in addition to all other applicable nonrecurring charges and applies on a per occurrence basis per service order. The applicable charge is:
 - (1) Expedite Request Charge

	Charge	USOC
(a) per request	\$ 200.00	FPTER

Note 1: The term "service installation" as used herein is defined as a request involving designed service (i.e., a new service installation or a move or physical rearrangement of an existing service).

Page 9.1 is hereby deleted in its entirety and removed from this Guidebook.

A40. FAST PACKET TRANSPORT SERVICES

A40.9 Miscellaneous Charges For Fast Packet Transport Services (Cont'd)

(M)

A40.9.4 Cancellation Charges

(M)

- A. A customer may cancel a service 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 or verbal notice from the customer that the order is cancelled.

(M)

If a customer is unable to accept service within 30 calendar days after the original service date, the customer has the choice of the following options:

(M)

- The service order shall be cancelled and charges set forth in B. following will apply, or
- Billing for the service will commence on the 31st day beyond the original service date.

(M)

(M)

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the service order.

(M)

- B. When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows:

(M)

1. Costs incurred in conjunction with the provision of Fast Packet Transport Services start on the Application Date as defined in 4.b. following.
2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b. following, no charges shall apply.
3. When the customer cancels a service order on or after the Scheduled Issue Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following.
4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following.
 - a. Certain Company critical dates are associated with a service order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the service order interval the Company is able to determine which critical date was last and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
 - b. The critical dates tracked by the Company are as follows:
 - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning. This is also the order date.
 - Scheduled Issue Date (SID): The date that the order is to enter the Company's order distribution system.
 - Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
 - Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
 - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.
 - Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
 - Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
 - Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
 - Plant Test Date (PTD): The date on which overall testing of the service is to be started.
 - Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
 - c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service shown in e. following.

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(M)

Pages 10.0.1 through 10.4.1 are hereby deleted in their entirety and removed from this Guidebook.

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A40. FAST PACKET TRANSPORT SERVICES

A40.9 Miscellaneous Charges For Fast Packet Transport Services (Cont'd)

A40.9.4 Cancellation Charges (Cont'd)

B. (Cont'd)

4. (Cont'd)

d. When a customer cancels a service order, or part of a service order, before the service date, the Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in e. following for the critical date last completed on the order.

e. Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: SID BEFORE: LAM	LAM EIRD	EIRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
<u>Broadband Line Services</u>									
-56 Kbps, 64 Kbps or 128 Kbps	28.7	28.9	28.9	28.9	28.9	28.9	28.9	100.0	100.0
-1.536 Mbps	26.4	29.6	29.6	29.6	29.6	29.6	29.6	100.0	100.0
-44.210, 149.760 or 599.040 Mbps	36.8	36.8	36.8	36.8	36.8	36.8	36.8	100.0	100.0
<u>BellSouth Metro Ethernet Service²</u>									
-Any Connection	44.3	44.3	49.3	49.3	59.5	81.4	89.8	100.0	100.0

C. When a customer cancels an order for the discontinuance of service no charges apply for the cancellation.

D. If the Company misses a service 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 commotions), the customer may cancel the service order without incurring cancellation charges.

Note 1: Effective June 30, 2021, BellSouth Metro Ethernet Service is Obsoleted (See Section A140).

Pages 11.1 through 11.9 are hereby deleted in their entirety and removed from this Guidebook.

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan

A40.10.1 General

- A. The terms and conditions specified herein are applicable to specific services as indicated in each service's respective subsection of this Guidebook. All of these services are included in this Section of this Guidebook (A40. - Fast Packet Transport Services).
- B. Services furnished under the Fast Packet Services Payment Plan (Fast Packet SPP) are subject to all general terms and conditions applicable to the provision of service by the Company as stated elsewhere in this Guidebook except as noted herein.
- C. The Fast Packet SPP is a payment plan which allows customers to pay fixed or variable rates for Fast Packet Transport Services over variable contractual payment periods. A specific monthly rate applies for the duration of each period.
 Payment periods for each Fast Packet Transport Service will be described in that service's specific guidebook section. The following is an example of the manner in which those payment periods will be described. The following should also be used as a reference for any examples depicted in this Section (A40.10) of this Guidebook.
 - 1. Term Payment Plan A - payment periods may be selected from 12 months to 24 months in length.
 - 2. Term Payment Plan B - payment periods may be selected from 25 months to 48 months in length¹.
- D. When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Term Payment Plan B and 36 months.

A40.10.2 Application of Rates and Charges

- A. Rates stabilized under a Fast Packet SPP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.
- B. Termination Liability Charge
 - 1. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's guidebook.
 - 2. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 50 percent.
 - a. For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months - 12 months) by the monthly rate by 50 percent.
- C. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.
- D. Customer requests for inside moves of service will not affect the contract period.
- E. A change in jurisdiction will not constitute a disconnect of service provided the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific guidebook section) or equals/exceeds the remaining service period, whichever is greater, provided the new Fast Packet SPP arrangement is for the same customer at the same location for the same capacity service.

Note 1: Effective November 15, 2013, customers may not establish new term plans greater than 36 months for BellSouth Metro Ethernet Service² described in **A140.13**, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months. (C)

Note 2: Effective June 30, 2021, BellSouth Metro Ethernet Service is Obsolete (See Section A140). (N)

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

(M)

A40.10.3 Additions

(M)

- A. Additions of services or rate elements - e.g., Ports - must be under a new Fast Packet SPP arrangement at rates and charges as specified in A40.10.2 preceding. (M)
- B. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in A40.10.4 following. (M)
- C. Additions under Fast Packet SPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer. (M)
- D. Installation, service order, service establishment, and any other nonrecurring charges, as specified in this Guidebook, will apply to the added services. (M)

A40.10.4 Disconnects

(M)

- A. When a service or rate element, included under a Fast Packet SPP arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in A40.10.2 preceding. Remaining services or rate elements will not be affected by such disconnections. (M)
- B. When a guidebook service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change of a Fast Packet Transport Service which is specifically allowed without Termination Liability Charge as set forth in that service's guidebook or of a change of jurisdiction, Termination Liability Charges will not apply when:
 - the completed service period is at least the minimum number of months allowable under the specific service's Term Payment Plan A or twenty-five percent of the length of the originally selected Fast Packet SPP service period, whichever is greater, and (M)
 - the service period of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the service's specific guidebook section) or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and (M)
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing, and (M)
 - the service orders are for the same customer at the same location. (M)

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

(M)

A40.10.5 Requests for Changes in Length of Optional Payment Period

(M)

- A.** Subsequent to the establishment of a contract with a Fast Packet SPP period, and prior to the completion of that period, the existing payment period may be replaced by:
- 1.** A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - a.** No credit will be given for payments made during the formerly selected period.
 - b.** The new payment period begins with the new Fast Packet SPP effective date.
 - c.** No termination charge applies for the remaining portion of the former payment period.
 - d.** Nonrecurring charges will not be reapplied.
 - e.** A service order charge will not apply.
 - 2.** A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - a.** No credit will be given for payments made during the formerly selected period.
 - b.** The new payment period begins with the new Fast Packet SPP effective date.
 - c.** A Termination Liability Charge applies for the remaining portion of the former payment period.
 - d.** Nonrecurring charges will not be reapplied.
 - e.** A service order charge will not apply.

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A40.10.6 Renewal Options

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- A.** The customer has the following renewal options:
- 1.** Prior to completion of the current payment period, any period available under the Fast Packet SPP may be selected at the rates in affect for new customers at the time of the renewal. The customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - 2.** Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments.
 - 3.** If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at a monthly rate currently in effect for the month-to-month payment rate under the terms specified in A.2 preceding.
 - 4.** Upon expiration, Letters of Election executed on or after October 1, 2012, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
- B.** Service connection charges are not applicable for rate elements renewed under the Fast Packet SPP. Any new rate elements added at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
- C.** The Company may discontinue or change any or all renewal options.
- D.** When a customer renews a Fast Packet SPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- E.** Recognition of previous service will be given to customers who renew an existing Fast Packet SPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific guidebook section) or equals/exceeds the remaining service period of the original Fast Packet SPP arrangement.
- F.** Recognition of previous service back to the actual service date will be given to month-to-month customers who convert to a Fast Packet SPP arrangement.
- G.** To determine the appropriate Fast Packet SPP for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the Fast Packet SPP arrangement. For example, a Fast Packet SPP arrangement for a 24 month service period under Term Payment Plan A is renewed for 16 months with no changes at the end of the 24 month period. The sum of months for the completed and proposed service periods would equal 40 months and would be billed under Term Payment Plan B.

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A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

(M)

A40.10.7 Transfer of Service

(M)

- A. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Guidebook. This does not constitute a disconnect of service or a discontinuance of an existing Fast Packet SPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Terms and conditions concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply under Fast Packet SPP.

(M)

A40.10.8 Deferred Payment

(M)

- A. Payment of nonrecurring charges for Fast Packet services with contract payment plans may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified below:
1. The charge to be deferred must be among the following types - Nonrecurring Charges, Service Establishment. (M)
 2. The customer must select a payment period longer than one month. (M)
 3. The total amount of nonrecurring charges as defined in A.1. preceding may be deferred. (M)
 4. The minimum amount deferrable per Fast Packet SPP arrangement is \$2000.00. (M)
 5. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the applications of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. (M)
 6. The deferred charges (including interest) will be prorated on a monthly basis over the selected deferral period length. (M)
 7. All deferred charges must be paid in full when the customer: (M)
 - Selects a payment period with an expiration date prior to the expiration date of the deferral period. (M)
 - Disconnects service prior to expiration of the selected deferral period. (M)
 - Fails to pay a monthly amount within thirty days of its due date. (M)
 - Moves a service under Fast Packet SPP to another location in Company territory within the same state and jurisdiction, with the exception of an inside move. (M)
 8. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges. (M)

A40.10.9 Prepayment

(M)

- A. For payment period longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:
1. Customers who prepay six months or more will have an allowance applied. The prepayment factor to be used for each month prepaid will be revised periodically by the Company. (M)
 2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system. (M)
 3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in A40.10.4 preceding. (M)
 4. Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill. (M)

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

(M)

A40.10.10 Exception to Termination Liability for State, County and Municipal Governments

(M)

A. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in this Guidebook. The Guidebook provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

(M)

1. a statute;

(M)

2. an ordinance;

(M)

3. a policy directive;

(M)

4. a constitutional provision

(M)

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Guidebook shall apply.

(M)

A40.10.11 Moves of Service(s) Under Fast Packet SPP

(M)

A. Termination Liability Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:

(M)

1. The original and new premises locations must be in Company territory within the same state.

(M)

2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.

(M)

3. No lapse in billing will occur for moves of service under Fast Packet SPP.

(M)

4. Orders to disconnect the existing service and re-establish it at the new location must be related.

(M)

5. Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.

(M)

6. Any additions made at the new location will be treated as coterminous additions in accordance with A40.10.3 preceding.

(M)

7. All terms, conditions and charges for changes made to the service coincident to that move shall apply.

(M)

8. All appropriate nonrecurring charges for moves of service as specified in this Guidebook will apply.

(M)

9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff/guidebook which is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific guidebook section) or equals/exceed the remaining contract period, whichever is greater.

(M)

A40.11 BellSouth Video Conferencing Service (Obsoleted, See Section A140)

(M)

A40.12 Customer Network Management (Obsoleted, See Section A140)

(M)

Pages 17 through 19 are hereby deleted in their entirety and removed from this Guidebook.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (*Obsoleted, See Section A140*)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (*Obsoleted, See Section A140*) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (*Obsoleted, See Section A140*) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (*Obsoleted, See Section A140*) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (*Obsoleted, See Section A140*) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (*Obsoleted, See Section A140*) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

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