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## B5. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)

### B5.1 General

- A.** All rates and charges set forth in this Guidebook provide for the furnishing of service where suitable facilities are available. Where special construction of channel facilities is necessary, special construction charges may apply as set forth in the General *Exchange Guidebook*. (T)
- B.** For special equipment and arrangements furnished in connection with private line service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply as indicated in H. following
- C.** The maximum termination charge is equal to the cost installed, less net salvage, of the specially constructed facilities provided. Cost installed includes cost of equipment and materials specifically provided or used, plus the cost of installing, including engineering, labor, supervision, transportation, rights of way and any other items which are chargeable to the capital accounts.
1. In the event a customer enters into a termination charge agreement and:
    - a. All services involved in the construction are disconnected within the contract period a termination charge applies to the extent there is no other requirement for the constructed facilities in place. The amount of the termination charge is pro rata amount for the unexpired portion of the contract period of the costs of the non-reusable facilities.
    - b. One or more, but not all, of the services involved in the construction are discontinued within the contract period, the lower of the following charges applies during the unexpired portion of the contract period for each such discontinued service:
      - (1) The monthly charge for each local channel, interexchange channel and intraexchange channel section of each basic service which has been provided in whole or in part by construction, or
      - (2) The monthly charge for the constructed portion of such local channel, interexchange channel or intraexchange channel section. In determining the charge for such constructed portion, rates and mileage measurements are applied between the points of termination of such portion of each basic service.
- D.** If a municipality, parish or other political subdivision of the state of Louisiana imposes upon the Company any charge for performing work in the public right-of-way or use of its streets, alleys or other public areas, or by reason of the operation of the Company's business or by reason of any agreement between it and the Company as specified in A2.4.5. of the General *Exchange Guidebook*, the amount of such charge may be passed on to those subscribers being served by the placement of such new facilities. (T)
- Where a customer is so located that it is necessary to use private right-of-way to furnish a service and the Company is unable to obtain the required rights-of-way or other easements without cost, the customer may be required to pay the entire costs involved in securing such rights-of-way or easements.
- E.** When attachments are made to poles of other companies, the customer may be required to pay the additional cost to the Company of such attachments.
- F.** Except as specified in B5.3. following and the conduit or pipe provided by the customer as in B5.2.C. following, title to all construction provided wholly or partly at a customer's expense is vested in the Company and the customer may be required to execute a conveyance thereof in favor of the Company.
- G.** Construction charges are payable at the time application for service is signed or when the account is rendered, at the option of the Company.
- H.** Special Equipment And Arrangements
- Special equipment and arrangements requested by customers are furnished wherever possible, if not detrimental to the service. For special equipment and arrangements furnished in connection with private line service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the following items to the extent that they are applicable:
1. Cost of maintenance.
  2. Cost of operation.

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## **B5. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)**

### **B5.6 Reserved For Future Use**

### **B5.7 Contract Service Arrangements**

#### **B5.7.1 General**

- A. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing Guidebook offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.
- B. Rates, charges, terms and additional *terms and conditions*, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution. (T)
- C. Unless otherwise specified, the *terms and conditions* for contract service arrangements are in addition to the applicable *terms, conditions* and rates specified in other sections of this Guidebook. (T)
- D. Contract Service Arrangements (CSAs) are available for resale at a discount of 9.05 percent.

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## B7. DIGITAL NETWORK SERVICE

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## B7. DIGITAL NETWORK SERVICE

### B7.1 MegaLink Service

#### B7.1.1 General

- A. MegaLink service is furnished for Private Line IntraLATA communications by the Company.
- B. MegaLink service is a service for the transmission of digital signals only and using only digital transmission facilities.
- C. MegaLink service provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 Mbps, where facilities are available.
- D. To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the DS1/1.544 Mbps channel facility provided by the Company. The technical specifications and standard network interfaces for MegaLink service are contained in BellSouth Services Technical Reference Publication 73525. This publication is available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243.
- E. Unless specified following, the *terms and conditions* for MegaLink service specified herein apply in addition to the *terms and conditions* set forth in Section B2. (T)
- F. The rates specified for MegaLink service in B7.1.3 following contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes will apply in addition to the rates for MegaLink service. (T)

#### B7.1.2 Terms and Conditions (T)

##### A. Description of Service

1. MegaLink service is furnished for the simultaneous two-way transmission of serial, Bipolar Return-to-Zero, isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS1/1.544 Mbps between two-points located within a LATA.
2. Multipoint service is not available.
3. MegaLink service is available on a month-to-month basis or under variable rate periods based on lengths of 36 months, 60 months<sup>1</sup>, or 84 months<sup>1</sup> under conditions specified in B2.4. If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in B2.4.
4. Connection of DS1/1.544 Mbps communications systems provided by others may be made on a permissive basis as provided for in Section B2. The Company does not represent its MegaLink service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections.
5. A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the customer is required at a customer's or authorized user's premises to perform such functions as:
  - proper termination of the service
  - amplification
  - signal shaping
  - remote loop-back
6. The design, maintenance, and operation of MegaLink service contemplates communications originating and terminating as (1) a customer premises to customer premises channel via the Company's Serving Wire Center (SWC) - and/or through remote SWCs; (2) a customer premises to the Serving Wire Center - and/or to remote SWCs - partial channel (link); or (3) a Central Office to Central Office (interoffice) partial channel (link).

**Note 1:** As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.

## B7. DIGITAL NETWORK SERVICE

### B7.1 MegaLink Service (Cont'd)

#### B7.1.2 Terms and Conditions (Cont'd)

(T)

##### A. Description of Service (Cont'd)

8. MegaLink service may also be furnished as links (partial channels) when connected to other services such as Centrex Type Services<sup>1</sup>, FlexServ service, LightGate service, another MegaLink service, MegaLink Plus service and/or MegaLink channel service.
9. All appropriate rates specified in other sections are in addition to the monthly rate per package or single channel for MegaLink service specified in this Guidebook.

##### B. Definitions

###### CHANNEL SERVICE UNIT

The term "Channel Service Unit" (CSU) denotes equipment provided by the Customer to terminate a digital facility on the customer's premises.

###### DIGITAL LOCAL CHANNEL

The term "Digital Local Channel" denotes a path for MegaLink service furnished from the demarcation point on the customer's premises to their Serving Wire Center.

###### DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference Publication 73525.

###### INTEROFFICE CHANNEL

The term "Interoffice Channel" denotes a path (or paths) for digital transmission between Company Serving Wire Centers within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

##### C. Application of Rates

1. Digital Local Channels furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 1/2 mile and each additional 1/2 mile for the airline distance measured between the Serving Wire Center and the customer's premises for orders completed prior to December 3, 1991. Orders completed on or after December 3, 1991 will be charged a flat rate.
2. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
3. MegaLink service is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months<sup>2</sup>, or 84 months<sup>2</sup> under conditions specified in the Channel Services Payment Plan in B2.4 except as modified following. Contract rate increases are subject to the stipulations of 4. following.
4. MegaLink service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or when the Company is notified in writing of the subscriber's choice of payment period option, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

**Note 1:** Connection from MegaLink service to a Centrex Type Services may not be available from all Serving Wire Centers.

**Note 2:** As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.

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## B7. DIGITAL NETWORK SERVICE

### B7.1 MegaLink Service (Cont'd)

#### B7.1.2 Terms and Conditions (Cont'd)

##### C. Application of Rates (Cont'd)

5. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the contract times the monthly rate provided under contract. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.12. preceding, or for customer requested changes of service under CSPP to Fast Packet Transport Services under the Fast Packet Transport Services Payment Plan subject to the provisions set forth in B2.4.9.A.4.b.
6. Airline distance between Company central offices shall be developed using the methodology found in B3. Fractional mileage shall be rounded up to the next full mile.

##### D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to MegaLink service when such connection is made in accordance with the provision specified in 2., 3., and 4. following.
2. Responsibility of the Company
  - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink service to that point on the customer's premises where provision is made for the connection of customer-provided equipment. If the customer requires a different location in the same building, it can be provided under the Premises Network Wiring Charge found in Section B3.
  - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications systems provided by a customer. MegaLink service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for MegaLink service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
    - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or
    - the reception of signals by such equipment or systems, or
    - damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.
  - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of MegaLink service render any facilities or equipment provided by a customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
  - d. 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.



## B7. DIGITAL NETWORK SERVICE

### B7.1 MegaLink Service (Cont'd)

#### B7.1.2 Terms and Conditions (Cont'd)

##### D. Connections (Cont'd)

##### 3. Responsibility of the Customer

- a. The customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected with MegaLink service such equipment or facilities are operating properly.
- b. The operating characteristics of the customer premises equipment or facilities 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 equipment provided by a customer 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.
- c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
- d. The customer shall be responsible for payment of a Trouble Determination Charge as set forth in Section B4. preceding for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

##### 4. Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems.

##### a. The following provisions will apply:

- (1) Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the customer to MegaLink service.
- (2) The customer, by use of its own derivation equipment, may create digital bit streams from a MegaLink service and such equipment may be connected for transmission of such bit streams when connected thru a customer-provided CSU/TE.
- (3) The undertaking of the Company is to furnish MegaLink service as ordered. The customer is required to provide the CSU/TE as specified in d. following.

##### b. Connections to other services furnished by the Company to the same customer

MegaLink service furnished by the Company may be connected by the customer to another service or to other services furnished by the Company as specified in D.2. and 3. preceding. Connected services are subject to all **terms and conditions** governing the provisioning of those services. (T)

##### c. Connections to other services furnished by the Company to different customers

The customer may connect, at the premises of the customer to another MegaLink service or other services furnished by the Company to different customers as specified in D.2. and 3. preceding. Connected services are subject to all **terms and conditions** governing the provisioning of those services. (T)

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## B7. DIGITAL NETWORK SERVICE

### B7.1 MegaLink Service (Cont'd)

#### B7.1.2 Terms and Conditions (Cont'd)

(T)

##### D. Connections (Cont'd)

###### 4. (Cont'd)

###### d. Connection of Channel Service Units

A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) must be provided by the customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered CSU/TEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered CSU/TEs may be connected to Company-provided digital facilities.

Grandfathered CSU/TE equipment must comply with the requirements outlined in BellSouth Services Technical Reference 73525. This publication is now available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243. Registered technical requirements for CSU/TEs are outlined in Part 68 of the FCC's Rules and Regulations. A copy may be obtained from the Federal Communications Commission, Room BB300, Washington, D. C. 20054.

##### E. Features

###### 1. Clear Channel Capability

- a. Clear Channel Capability (CCC) is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits, to meet pulse density requirements outlined in Technical Reference 73525. This will allow a customer to transport an all zero octet over a MegaLink service channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires the customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in Technical Reference 73525.
- b. CCC is provided on MegaLink service channels between two customer designated premises, from a customer premises to their Serving Wire Center or Node Central Office and/or to a remote Serving Wire Center or Node Central Office, and from a central office to a central office, and is subject to the availability of facilities. This optional feature may be ordered at the same time the MegaLink service channel is ordered, or it may be ordered as an additional feature of an existing MegaLink service channel.
- c. When providing CCC via a DS3/44.736 Mbps High Capacity channel, that DS3 channel must be designated, in Company records, as having Clear Channel Capability prior to the provisioning of a DS1/1.544 Mbps High Capacity channel with CCC. Customers must agree to out-of-service periods required to add this feature to an existing MegaLink service channel to be optioned for B8ZS.

##### F. Payment Arrangements and Credit Allowance

1. The minimum period for which month-to-month service is furnished and for which charges are applicable is 1 month.
2. Suspension of service is not allowed.
3. When MegaLink service is interrupted due to causes other than negligence of the customer, or to the failure of facilities or equipment furnished by the customer, a credit allowance will be made upon request for the portion of service affected. For the purpose of determining the amount of allowance, every month is considered to have 30 days. All credit allowances shall begin from the time of notice by the customer to the Company, and will end when the service is operative. No credit is allowed for interruption to service of less than 30 minutes. Interruptions of 30 minutes or more are credited to the customer at the proportionate monthly rate in half-hour multiples for each half-hour, or major fraction thereof, of interruption. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service.

## B7. DIGITAL NETWORK SERVICE

### B7.1 MegaLink Service (Cont'd)

#### B7.1.3 Rates And Charges (Cont'd)

**D. Move Charge**

A move charge, per MegaLink service channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the Digital Local Channel Nonrecurring Charge, Service Change Charge - Inside Moves, plus Premises Visit Charges.

A move charge, per MegaLink service channel under CSPP, applies for each MegaLink service moved to a new location in Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new MegaLink service channel installation at the new location.

**E. Service Connection Charges**

1. Service Establishment Charges are applicable, for each MegaLink service channel<sup>4</sup> ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's Inside Move or transfer of service responsibility request, for processing the necessary data on an existing MegaLink service channel.<sup>4</sup> A Service Change Charge is applicable for each MegaLink service channel<sup>4</sup> associated with the customer request (in lieu of a Service Establishment Charge).
3. Premises Visit Charges are applicable, per Digital Local Channel, for the termination of a channel at a customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
4. Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges applied are those nonrecurring charges contained in A. and B. preceding.
5. Charges for MegaLink service<sup>1</sup>

a. Service Establishment Charge

- (1) Per MegaLink service channel

- (a) Each

**Nonrecurring Charge**  
**\$575.00**

**USOC**  
**MGLSE**

b. Service Change Charge

- (1) Per MegaLink service channel

- (a) For Inside Moves, each

**350.00**

**MGL1M**

- (b) Per Transfer of Responsibility, each

**50.00**

**MGLTR**

c. Premises Visit Charge

- (1) Per Digital Local Channel or for an Inside Move<sup>2</sup>

- (a) Per Visit

**35.00**

**MGLPV**

**Note 1:** Refer to B7.1.2.A.7. for descriptions of MegaLink service channels.

(T)

**Note 2:** Refer to B7.1.2.B for a description of a Digital Local Channel.

(T)

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service

This offering contains the *terms, conditions* and rates applicable for SynchroNet service. Unless otherwise specified, the *terms and conditions* contained herein are in addition to the *terms and conditions* found in other sections of this Guidebook. (T)

#### B7.2.1 General

- A. SynchroNet service is a data transmission service designed to transmit data in digital form end-to-end over digital facilities routed through a central office node.
- B. This service is available within a LATA where appropriate digital facilities are available as determined by the Company.
- C. Due to availability of equipment, multipoint and/or Secondary Channel Capability may not be available in all SynchroNet service locations.
- D. The service is furnished on a twenty-four hour per day, seven day per week basis, for a minimum period of one month.
- E. The customer shall furnish the Digital Terminating Equipment (DTE) on premises.
- F. SynchroNet service is available on a month-to-month basis or under contract plans as described in B7.2.2.H.

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions

(T)

##### A. Description Of Service

SynchroNet service is capable of the simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps between points located within a LATA. This service may also be furnished on a link (partial channel) basis when connected to FlexServ service, LightGate service, MegaLink channel service and/or SMARTRing service.

The design, maintenance and operation of SynchroNet service contemplates communications originating or terminating at stations of the customer or joint user. While connections of SynchroNet service to communications systems provided by others may be made on a permissive basis as provided for in Section B2., the Company does not represent its SynchroNet service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such such connections.

1. The Digital Terminating Equipment (DTE) provided by the customer is required at a customer's premises to perform such functions as:

- Proper termination of the service
- Amplification
- Signal shaping
- Remote loop-back

When customer-provided terminal equipment, customer-provided derivation equipment or customer-provided communications systems are connected with SynchroNet service, the customer must provide his own equipment to perform the function of the DTE.

The connection of customer-provided equipment and systems is subject to the provisions set forth in D. following.

2. The service options available to the customer are as follows.

- a. Two-Station Service

Two-Station service consists of two digital local channels and any applicable digital interoffice channels furnished between two or more stations.

- b. Multipoint Service

Multipoint service consists of three or more digital local channels and any applicable digital interoffice channels furnished between three or more stations.

- c. Secondary Channel Capability

##### B. Definitions

###### DIGITAL LOCAL CHANNEL

The term "Digital Local Channel" denotes a path for SynchroNet service furnished from the serving wire center to the demarcation point on the customer's premises.

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions (Cont'd)

(T)

##### B. Definitions (Cont'd)

###### DIGITAL INTEROFFICE CHANNEL

The term "Digital Interoffice Channel" denotes a path for SynchroNet service between the serving wire center and its primary node central office, or between node central offices, within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

###### DIGITAL TERMINATING EQUIPMENT

The term "Digital Terminating Equipment" denotes equipment provided by the Customer to terminate SynchroNet service at the customer's premises.

###### MULTIPOINT SERVICE

The term "Multipoint Service" denotes a service which provides communications capability between more than two private line station locations by means of a bridging or hubbing arrangement. For the provision of SynchroNet service the bridging or hubbing arrangement shall be located at the Node Central Office.

###### NODE CENTRAL OFFICE

The term "Node Central Office" denotes that physical location the Company has designated as a test, maintenance and monitoring center to service one or more Serving Wire Centers. There may be more than one Node Central Office within a LATA.

###### SECONDARY CHANNEL CAPABILITY

The term "Secondary Channel Capability" denotes the offering of a companion digital transmission capability over the same physical facility as the primary channel at a lower bit rate. Terminal equipment required to support secondary channel capability must be provided by the customer.

###### SERVING WIRE CENTER

The term "Serving Wire Center" denotes the local telephone central office assigned to subscribers in a well defined area. A Serving Wire Center may be further designated by the Company as a Node Central Office.

##### C. Method Of Applying Rates

For each customer premises termination, the following rate elements may apply:

- A Digital local channel
- Digital Interoffice Channel
- Node Channel termination
- Multipoint arrangement
- Secondary Channel Capability

A Multipoint Arrangement is required to provide SynchroNet service between three or more digital local channels or digital interoffice channels. A charge applies per channel, local or interoffice, arranged. Multipoint service, or bridging, is only available at node central offices.

A digital local channel is furnished between a wire center and the demarcation point on the customer's premises.

Digital interoffice channels will be charged at rates based on airline distance from the serving wire center to its primary node and/or between end point nodes.

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions (Cont'd)

(T)

##### C. Method Of Applying Rates (Cont'd)

When more than one node is designated within a LATA, the Company will assign the primary node(s) for each wire center. When customer premises terminations are located in wire centers assigned to different primary nodes, digital interoffice channel mileage will be calculated from each serving wire center to its assigned node. Digital interoffice channel mileage will also be calculated for the distance between the different end point nodes in the routing sequence.

Airline distance between Company central offices shall be developed using the methodology contained in B3.3.3.A. Fractional mileage shall be rounded up to the next full mile.

##### D. Connections

Customer-provided terminal equipment, customer-provided derivation equipment and customer-provided communications systems may be connected to SynchroNet Service when such connection is made in accordance with the provision specified in 1., 2., and 3. following.

SynchroNet service furnished by the Company to a customer may be connected at the premises of the customer to another SynchroNet service furnished by the Company provided that such connections are made through the Service Terminating Arrangements of the SynchroNet service by equipment furnished by the customer.

## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions (Cont'd)

##### D. Connections (Cont'd)

The responsibility of the Company shall be limited to the furnishing of service to that point on the customer's premises where provision is made for the connection of customer-provided equipment. The customer is responsible for testing that equipment or facilities to ensure proper operation while connected with SynchroNet service, and further to ensure that the cause of any service difficulty reported by the customer to the Company results from the operation of equipment and facilities provided by the Company.

The Customer shall be responsible for payment of a service charge, as set forth in Section B2. for:

- Visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

##### 1. Connections Of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment And Customer-Provided Communications Systems.

- a. Customer-provided terminal equipment, customer-provided communications systems may be connected at the premises of the customer to SynchroNet service.
- b. The customer by use of its own derivation equipment, may create digital bit streams from SynchroNet service and such equipment may be connected for transmission of such bit streams as specified following:

- (1) At the premises of the customer to Private Line Service and SynchroNet service furnished under the rates, *terms and conditions* of this Company's *Guidebook*, and
- (2) At the premises of the customer to facilities of others referred to in a. preceding.

- c. The customer shall be responsible for providing the DTE and, if requested, notifying the Company of the type, for maintenance purposes.

##### 2. Connection To Other Services Furnished By The Company To Different Customers

- a. SynchroNet service furnished by the Company to a customer may be connected at the premises of the customer to another SynchroNet service or to other services furnished by the Company to different customers.

##### 3. Accessories

Accessories provided by the customer may be used in conjunction with SynchroNet service provided that such accessories comply with the provisions of 4. following.

##### 4. Responsibility Of The Customer

- a. Where SynchroNet service is available under this *Guidebook* for use in connection with terminal equipment or communications systems provided by a customer, the operating characteristics of such equipment or systems 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 equipment provided by a customer 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.

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions (Cont'd)

(T)

##### D. Connections (Cont'd)

##### 4. Responsibility Of The Customer (Cont'd)

- b. When customer-provided equipment is connected to SynchroNet service, the customer shall be responsible for:
  - (1) Compatibility of the connected communications system to SynchroNet service. This includes replacing the DTE due to technological changes in the network, and
  - (2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any communications system which is connected to SynchroNet service.
- c. The Digital Terminating Equipment (DTE) must be provided by the customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered DTEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered DTEs may be connected to Company-provided digital facilities.

Grandfathered DTE equipment must comply with the requirements outlined in the Bell System Technical Reference Publication 62310, dated September, 1983. This publication is now available from Publishers' Data Center, Inc., P.O. Box C738, Pratt Street Station, Brooklyn, New York 11205. Registered technical requirements for DTEs are outlined in Part 68 of the FCC's Rules and Regulations. A copy may be obtained from the Federal Communications Commission, Room BB300, Washington, D.C. 22054.

##### 5. Responsibility Of The Company

- a. The Company shall not be responsible for installation operation or maintenance of any terminal equipment or communications systems provided by a customer. SynchroNet service is not represented as adapted to the use of such equipment or system and where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for SynchroNet service and to the maintenance and operation of such facilities in a manner proper for such digital service. Subject to this responsibility the Company shall not be responsible for:
  - (1) The through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission,
  - (2) The reception of signals by such equipment or systems, or
  - (3) Damage to terminal equipment or communications systems provided by a customer to authorized user due to testing.
- 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 the provision of SynchroNet service render any facilities provided by a customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions (Cont'd)

**D.** Connections (Cont'd)

5. Responsibility Of The Company (Cont'd)

- 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.
- d. The circuit design objective is to provide an average performance of at least 99.5 percent error-free-seconds of transmission when measured through the DTE.

**E.** SynchroNet service may be used for the transmission of communications of the customer, provided that:

1. SynchroNet service shall not be used for an unlawful purpose, and
2. The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the SynchroNet service it offers and to assure that the service arrangement is in accordance with the *terms and conditions* contained herein.

**F.** Payment Arrangements

1. The minimum period for which service is furnished and for which charges are applicable is one month.
2. Suspension of service is not allowed.

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## B7. DIGITAL NETWORK SERVICE

### B7.2 SynchroNet Service (Cont'd)

#### B7.2.2 Terms and Conditions (Cont'd)

(T)

##### G. Allowance for Interruptions

Allowance for interruptions will be in accordance with the provisions set forth in B2.4.8. One exception will be that no credit is allowed for interruptions to service of less than four hours.

##### H. Contract Plans

1. Contract plans are available under conditions specified in the Channel Services Payment Plan in B2.4 except as follows.
  - a. SynchroNet service is offered under contract plan periods as described in (1) and (2) following.
    - (1) Twenty-four to forty-two month contract plan - payment periods may be selected from twenty-four to forty-two months<sup>1,2</sup>.
    - (2) Forty-three to sixty month contract plan - payment periods may be selected from forty-three to sixty months<sup>1,2</sup>.
  - b. SynchroNet service rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or when the Company is notified in writing of the subscriber's choice of payment period options, will be applicable until the contract plan expires except as specified in B2.4.9.B.7.a. At the expiration date of the customer's payment period option, the customer may select a new payment period option at the current rates. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.
  - c. A Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in (2) following. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.12, preceding. The Termination Liability Charge is fifty percent (50%) of the following: the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed. An example is provided in (1) following.
    - (1) A customer subscribes to SynchroNet service using the twenty-four to forty-two month payment plan. The actual duration of the contract plan is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is calculated as follows:  

$$\text{Termination Liability Charge} = .50 \times [(30 \text{ months} \times \text{monthly rate}) - (12 \text{ months} \times \text{monthly rate})]$$
    - (2) A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in B2.4.9.B.4.b. or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in B2.4.9.B.4.b. are satisfied.

**Note 1:** As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.

**Note 2:** Effective December 31, 2013, customers may not establish new term plans of any length for SynchroNet Service, and existing term plans may not be renewed. For new service, or for existing service after any term plan expires, service will be provided only on a month-to-month basis.

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## B7. DIGITAL NETWORK SERVICE

### B7.3 MegaLink Channel Service

- A. MegaLink channel service is an intraLATA digital service which provides channelization capability for the customer in the Company's central office. MegaLink channel service is provided in packages based on multiple voice grade channel equivalents (DS0) where 24 voice grade channels are equal to a DS1. This service provides local channels and/or interoffice channels for network access, Foreign Exchange, Centrex Type Services station lines, off-premises stations, tie lines, WATS lines, analog data channels, Broadband Exchange lines and digital data services (at 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps, 64 Kbps and 1.544 Mbps data rates).
- B. Channelization is provided by D type channel banks which are offered in various basic system capacities and feature activation types. Individual channel services are made available by selecting the specific feature activation equipment desired in a basic system. The customer may channelize all or part of a MegaLink channel service package to activate voice and data facilities for interconnection with the switched network, voice grade and data facilities for private line channels, as well as other MegaLink channel services. The customer may also choose not to channelize all or part of a MegaLink channel service package allowing direct connection to other DS1 services as provided in this *Guidebook* or the General *Exchange Guidebook*. (T)
- C. This service is available within a LATA from wire centers where appropriate digital facilities are available as determined by the Company. Also, when exchange services are desired, wire centers must have Local Measured Service available as well as digital facilities. Service inquiries will be necessary to determine availability. Special Construction charges for MegaLink service will apply as specified in B7.1. preceding.
- D. Individual channels within a MegaLink channel service package may be connected with service offered in other sections of the Private Line *Guidebook* and General *Exchange Guidebook* as appropriate. The *terms, conditions, rates and charges* in this *Guidebook* are applicable for the Megalink channel service component of the customer's end-to-end service. Single channel service components (non-MegaLink channel service links) are subject to the *terms, conditions, rates and charges* in their respective *guidebook* sections. (T)
- E. The customer may activate any number or combination of channels within a MegaLink channel service package within the limitations set forth in G. following. Channels may be activated coincident with initial service or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract terms. Features (channels) activated under month-to-month rates will have a minimum service period of one month.
- F. The total number of voice grade equivalent channels activated by the customer may not exceed the capacity of the basic system. Additionally, there are some necessary restrictions in total system capacities where certain types of channel services are channelized. For example, some channelizing equipment for SynchroNet service and Dataphone digital service channels may require two voice equivalent channels per channel provided by the Company. This would reduce a system's stated capacity substantially. The Company will notify the customer when a system's capacity is affected.
- G. Central Office channelization generally provides analog to digital conversion to permit individual exchange services and private line channel services to be transported over digital high capacity facilities. In addition, this equipment permits connection to required testing facilities at designated hub or node locations for some digital offerings, such as SynchroNet service. This channelization is also intended for use at Company locations where different high capacity digital network links terminate in the same central office and must be converted to individual analog or digital channels before individual service links can be cross-connected. System capacities below are provided in groups of 24 voice grade equivalent channels, and are subject to the limits as set forth in G. preceding.

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## B7. DIGITAL NETWORK SERVICE

### B7.3 MegaLink Channel Service (Cont'd)

#### B7.3.1 General (Cont'd)

- H.** Channelization on a customer's premises is provided by the customer. Customer premises channelization equipment, and any other associated network termination equipment, is available through various vendors, including Company, on a detariffed basis. Joint provisioning of channelized services introduces joint responsibilities between the customer and the Company.
1. Responsibilities of the Company:
    - a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
    - b. The Company will provide the customer with information regarding the type and the manufacturer of Central Office (C.O.) channelization equipment to be used in each application.
    - c. The Company will limit its selection of central office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
    - d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
    - e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover if required.
    - f. Digital synchronization timing for MegaLink channel service will be provided by the Company.
  2. Responsibilities of the Customer:
    - a. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
    - b. The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the central office.
  3. Trouble resolutions:

The Company will assist the customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in Trouble Determination Charges to the customer, as provided in this *Guidebook*.
- I.** The technical specifications and standard network interfaces for DS1 and associated services are contained in BellSouth Technical Reference #73525. This publication is available from BellSouth Services, Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243. Channelized DS1 service is available only with D4 channel bank equipment or compatible, equivalent equipment.

(T)

## B7. DIGITAL NETWORK SERVICE

### B7.3 MegaLink Channel Service (Cont'd)

#### B7.3.1 General (Cont'd)

- J. Emerging technology, such as low bit rate voice multiplexing techniques, may permit additional quantities of individual channels to be channelized on a single DS1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line application. Rates, charges, and availability of this equipment will be negotiated with the customer on an individual case basis.

#### B7.3.2 Application Of Rates

- A. Monthly rates as specified in B7.3.4 following apply for each MegaLink channel service according to the system capacity of voice grade equivalent channels in each package. These rates apply regardless of the number of circuit equivalents within each package that are actually activated by the customer at a point in time. In addition, rates and charges for associated MegaLink service channels in B7.1 are applicable.
- B. Network Access Service is provided for channels within each MegaLink channel service package at the monthly recurring rates and charges specified in B7.3.4 following and apply for each channel within a package that is activated for Network Access. In addition, all applicable *terms and conditions*, rates, and charges specified in Section A3. of the General Exchange Guidebook will apply. (T)
- C. Rates and charges specified in other guidebook sections for services such as Touch-Tone, Custom Calling Service, Grouping Service, etc, are in addition to the monthly rate for MegaLink channel services. Also, the rates and charges for other services that may be interconnected or extended beyond the basic MegaLink channel service, such as off-premises stations, tie lines, Foreign Exchange Service, private lines, etc., are in addition to the rates specified in this Guidebook for those portions of channel services necessary to provide end-to-end service. Rates and charges for single MegaLink service channels used to connect MegaLink channel service when used as part of the same communications system, will be as specified in B7.1.
- D. All usual and applicable Installation Charges and/or Nonrecurring Charges as specified in other guidebooks apply to the activation, move or change of channel equivalents within MegaLink channel service packages as well as for installation of the basic system. Suspension of service is not permitted with MegaLink channel service.
- E. MegaLink channel service Systems and feature activations are available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months<sup>1</sup>, or 84 months<sup>1</sup> under conditions specified in B2.4 except as modified following. Contract rate increases are subject to the stipulations of F. following. All elements of a contract will expire at the same time (be coterminous).
  - 1. Individual network access service and private line channel services that are connected to MegaLink channel service are not offered under MegaLink channel service contract provisions. They are subject to their standard guidebook provisions as appropriate.
- F. MegaLink channel service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for Basic System Capacity and Feature Activation in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

**Note 1:** As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.

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## B7. DIGITAL NETWORK SERVICE

### B7.3 MegaLink Channel Service (Cont'd)

#### B7.3.2 Application Of Rates (Cont'd)

- G. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to, and will be equal to fifty percent (50%) of the following: the number of months remaining in the contract period times the monthly rate for the Basic System Capacity and Feature Activation which are provided under contract. This is subject to the exemptions of 1. and 2. following.
1. No Termination Liability Charge will be applicable for the Basic System capacity when the customer renegotiates a new contract for the same equipment or larger system at the same location(s) for a period of time greater than the time remaining on the existing contract, subject to contract periods contained in E. preceding.
  2. The Termination Liability Charge basis for Feature Activation rates will be 50 percent of the total monthly rate for the activated features under contract, which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one month and no associated termination charge liability.
  3. The Termination Liability charge for moves of MegaLink channel service under CSPP from one location to a different location in Company territory within the same state, with the exception of inside moves, will be applied as set forth in B2.4.9.A.12. (T)
- H. Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as specified in B7.3.4.C.

#### B7.3.3 Digital Architecture And Definitions

##### A. Digital Architecture

MegaLink channel service differs in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

Both analog and digital channels are offered by the Company. Where traditional analog voice grade signals are provided to a customer at his premises, then comparable performance specifications to the Series 2000 Channel Services will be provided, as contained in this *Guidebook* or the General *Exchange Guidebook*. (T)

Many DS0 service channels will be available on a digital basis at the network interface on a customer's premises. Traditional analog services, like tie lines, off-premises stations, and PBX trunks can be provided on a digital basis to a customer's premises by the Company when a customer desires them encoded in a DS1 bit stream. Under those conditions, they will be provided as DS0 channels by the Company. Both the Company and the customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superceded by the electrical specifications of the MegaLink service channel which is actually terminated. Each DS0 channel provided will have identity only as a "time slot" within a DS1 channel. Compatible digital to analog conversion equipment must be provided by the customer to derive the desired analog services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the customer.

**B7. DIGITAL NETWORK SERVICE**

**B7.3 MegaLink Channel Service (Cont'd)**

**B7.3.4 Rates And Charges (Cont'd)**

**C. Transfer Charges**

- 1. Transfer Between Customers

<b>Nonrecurring</b>	
<b>Charge</b>	<b>USOC</b>
<b>\$50.00</b>	<b>NA</b>

(a) Per transfer

**D. Mileage Charges**

Rates and charges for MegaLink service as contained in B7.1. and MegaLink Plus service as contained in B7.9 are applicable. Generally, one 1.544 Mbps channel is required for each group of 24 voice equivalent channels provided.

**E. Automatic Protection Switching (APS)**

APS for a MegaLink service interface provides automatic DS1 channel switching to a backup DS1 channel upon primary facility failure. When provided via MegaLink service, this feature requires purchase of an additional MegaLink service channel from B7.1 for each backup channel required. Rates, charges and availability of this equipment will be negotiated with the customer on an individual case basis. This feature may not be available with lines utilizing the Clear Channel Capability line code (B8ZS). (T)

**F. Switching Arrangements, multipoint/multistation Bridging and Data Conditioning rates.**

Rates and charges are those that would be applicable to single channel services.

**G. Signaling Arrangements**

Rates and charges for single channels, as contained in A13.1 of the General *Exchange Guidebook* and Section B3., are not applicable to local channel and interoffice link segments that are channelized under the MegaLink channel services offering. However, rates and charges for automatic ringdown (20Hz.) signalling, as contained in Section B3. are applicable when this is desired by the customer. (T)

**H. Network Access Service**

Rates and charges for Network Access Service lines are applicable as contained in A3.26 of the General *Exchange Guidebook* in addition to Feature Activation and other MegaLink channel service rates and charges contained in this section. (T)



## B7. DIGITAL NETWORK SERVICE

### B7.4 LightGate Service

#### B7.4.1 General

A. LightGate service is an intraLATA fiber optic based, digital service which provides channelization capability for the customer in packages based on systems consisting of DS1, DS3, STS-1, OC-3, OC-12, OC-48 and OC-192 channels. It will provide local channels and/or interoffice channels in the following system sizes:

- Asynchronous – LightGate 1
- Synchronous – STS-1, OC-3, OC-12, OC-48 and OC-192 LightGate service

Asynchronous systems are capable of transporting DS1 and DS3 channels. Synchronous systems are capable of transporting all channels. The capacity of each LightGate service System is shown in the following table:

<u>LightGate System</u>	<u>DS1</u>	<u>DS3</u>	<u>STS-1</u>	<u>OC-3</u>	<u>OC-12</u>	<u>OC-48</u>
LightGate 1	28	1				
LightGate STS-1	28		1			
LightGate OC-3	84	3	3	1		
LightGate OC-12	336	12	12	4	1	
LightGate OC-48	1344	48	48	16	4	1
LightGate OC-192	5376	192	192	64	16	4

B. Channelization is provided by LightGate service Systems which furnish fiber optic transport from the central office to a customer's premises. Channel interfaces are offered to provide individual DS1, Flex DS1, DS3, DS3 (Asymmetrical with DS1/Flex DS1), STS-1, OC-3, OC-12, OC-48, 10 Mbps, 100 Mbps, Fractional 1000 Mbps and 1000 Mbps channels. The customer may channelize all or part of a LightGate service package to activate data facilities for interconnection with the switched network, voice grade and data facilities for private line channels, as well as other LightGate services. The customer may also choose not to channelize all or part of a LightGate service package allowing direct connection to other LightGate services, DS3 or DS1 services as provided in this *Guidebook* or the General *Exchange Guidebook*. (OC-12, OC-48 and OC-192 LightGate service local channel systems and OC-192 interoffice channel systems are only available as channelized.) (T)

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## B7. DIGITAL NETWORK SERVICE

### B7.4 LightGate Service (Cont'd)

#### B7.4.1 General (Cont'd)

- D. OC-3, OC-12 and OC-48 LightGate service local channel systems may have an optical physical interface at either the serving wire center or the customer termination location. Where a customer elects to order a LightGate service local channel system with optical termination at the customer's location, the customer's termination equipment must be compatible with Company equipment in the serving wire center. Customers are also required to utilize compatible channel interface combinations to function with Company provided central office channel interfaces. The Company reserves the right to determine the equipment it employs for service.
- E. This service is available within a LATA from wire centers where appropriate digital facilities are available as determined by the Company. Service inquiries will be necessary to determine availability.
- F. All LightGate services in a customer's package must be channelized in a single equipment location on a customer's premises, i.e., a package cannot be split between premises, or multiple locations within a premises. Standard network interfaces will be provided by the Company for digital services consistent with existing practices for single channel services.
- G. Individual channels within a LightGate service package may be connected with service offered in other sections of this *Guidebook* and the GSST as appropriate. The *terms and conditions*, rates and charges in this *Guidebook* are applicable for the LightGate service component of the customer's end-to-end service. Single channel service components (non-LightGate service links) are subject to the *terms and conditions*, rates and charges in their respective *guidebook* sections. (T)
- H. The customer may activate any number or combination of channels within a LightGate service package within the capacity limits of the Basic System. Channels may be activated coincident with initial service or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract terms. Features (channels) activated under month-to-month rates will have a minimum service period of one month.
- I. (DELETED)
- J. Two additional levels of reliability are offered as options of basic LightGate service. These service levels provide guaranteed Separate Alternate Facilities Transport (SAFT Levels I & II) for improved protection of local channel systems extended from the first outside plant service access point outside the Company's serving wire center to the last outside plant service access point prior to entering a customer's premises.  
 SAFT Level I – Service protection facilities will be guaranteed to be provided in a separate sheath, i.e., cable, from the primary facilities.  
 SAFT Level II – Service protection facilities will be guaranteed to be provided in a separate sheath, i.e., cable, separate supporting structure and route from the primary facilities. Intermediate equipment, if required, will be configured to prevent a single service interruption point. If existing facilities are not available, special construction charges may apply.
- K. LightGate service interoffice channel systems are intended to extend LightGate service local channels to other central offices. In addition these channels, may be provided on a stand-alone basis when used in a "link" arrangement with other services in this *Guidebook* and the General *Exchange Guidebook*. (T)
- L. The level of automatic protection switching capability varies for LightGate service asynchronous and synchronous channels. For asynchronous channels, automatic protection switching capability is a standard service feature that automatically switches customer service to protection facilities upon primary facility failure. Card protection (1+n) is provided for DS1, DS3 and STS-1 channel interfaces as a standard feature. For synchronous channels, automatic protection switching capability is provided via the synchronous customer or central office channel 4-fiber interfaces. These 4-fiber interfaces provide 1+1 optical card protection of the interface. The specifications for these interfaces are contained in BellSouth Telecommunications, Inc. Technical Reference #73501.

## B7. DIGITAL NETWORK SERVICE

### B7.4 LightGate Service (Cont'd)

#### B7.4.1 General (Cont'd)

- M. The termination of channelization equipment will be in a single equipment location on a customer's premises. The customer must provide suitable floor space, controlled environment, and a source of non-switched 120 volt, 60 Hz ac power to support this service.
- N. Channelization of DS3 (electrical) data rates on a customer's premises may also be provided by the customer. Joint provisioning of channelized services introduces joint responsibilities between the customer and the Company.
1. Responsibilities of the Company:
    - a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
    - b. The Company will provide the customer with information regarding the type and the manufacturer of central office (C.O.) channelization equipment to be used in each application.
    - c. The Company will limit its selection of central office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
    - d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
    - e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover if required.
    - f. Digital synchronization timing for LightGate services will be provided by the Company.
  2. Responsibilities of the Customer:
    - a. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
    - b. The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the central office.
    - c. The customer must provide suitable power for his own equipment. Simplex powering will not be provided by the Company for a customer's channel service units due to the serving arrangements associated with fiber optic facilities.
  3. Trouble resolutions:
 

The Company will assist the customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in a Trouble Determination Charge to the customer, as provided in this *Guidebook*. (T)
- O. Credit Allowance (T)
- When LightGate service is interrupted due to causes other than negligence of the customer, or to the failure of facilities or equipment furnished by the customer, a credit allowance will be made upon request for the portion of service affected. Where service interruptions of one minute or more per occasion occur, the credit applied shall be at the rate of 1440/1440 of the monthly charges for the LightGate service. All credit allowances shall begin from the time of notice by the customer to the Company, and will end when the service is operative. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service. Outage credits for DS1 channel interfaces and subtending DS1 services are as set forth in the *guidebook* sections governing those services.
- P. The technical specifications and standard network interfaces for LightGate service, DS1 and associated channelization are contained in BellSouth Technical Reference #73501. This publication is available from BellSouth Telecommunications, Inc., Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243.
- Q. 100 Mbps and 1000 Mbps BellSouth Metro Ethernet Backbone interfaces are for use when LightGate service is utilized for transport of a customer's BellSouth Metro Ethernet service. 100 Mbps BellSouth Metro Ethernet Backbone interfaces are further defined regarding the number of STS-1s, utilized in conjunction with the interface.

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## B7. DIGITAL NETWORK SERVICE

### B7.4 LightGate Service (Cont'd)

#### B7.4.2 Application of Rates

- A. Monthly rates and charges as specified in B7.4.5 following apply for each LightGate service. These rates apply regardless of the number of circuit equivalents within each package that are actually activated by the customer at a point in time.
1. Local channel systems furnished between a Serving Wire Center and the customer's premises are distance sensitive. Local channel systems include the transport common equipment, and first half air-mile of local channel facilities at rates specified in B7.4.5.A. following. Rates for additional lengths of local channel facilities are as specified in B7.4.5.B. following.
  2. Separate Alternate Facility Transport (SAFT) options for LightGate service local channels are offered at the rates specified in B7.4.5.C. following. These rates are in addition to local channel system rates.
  3. Interoffice channel system mileage rates and charges are as specified in B7.4.5.D. following.
- B. All usual and applicable Installation Charges and/or Nonrecurring Charges as specified in other *guidebooks* apply to the activation, move or change of channel equivalents within LightGate service packages as well as for installation of the basic system. Suspension of service is not permitted with LightGate service. (T)
- C. Channel interfaces are required for LightGate service based upon the following guidelines:
1. Channel interfaces are required at both the customer's location and the serving wire center for LightGate service local channel systems and at both termination points of a LightGate service interoffice channel, except as specified in 2. following.
  2. A LightGate service central office channel interface is not required for a synchronous LightGate service local channel system with optical termination in the serving wire center. A LightGate service local channel system with optical termination in the serving wire center may connect in one of the following ways:
    - to another LightGate service local channel or interoffice channel at the compatible optical level,
    - to a SMARTRing service channel interface (CI) at the compatible optical level, or
    - to a compatible optical level channel interface from a higher level LightGate service local channel or interoffice channel.
  3. LightGate service channel interfaces are only offered in conjunction with a LightGate service System.
  4. Company provided DS1 customer channel interfaces are offered only with LightGate 1, LightGate STS-1 and LightGate OC-3 Basic Systems. Also, a maximum of 96 DS1 customer channel interfaces are available on LightGate OC-48 and LightGate OC-192 Basic Systems installed on or after November 12, 2003.
  5. OC-12 and OC-48 LightGate service local channel systems require a 28 DS1, STS-1, or OC-3 channel system in addition to DS1 channel interfaces in the central office to derive DS1 channels in the serving wire center. OC-192 LightGate service local channel systems require an OC-3 channel system in addition to DS1 channel interfaces to terminate DS1 channels in the serving wire center.
  6. OC-192 LightGate service local channel systems, installed prior to November 12, 2003, require an OC-3, OC-12 or OC-48 channel system in addition to DS3 or STS-1 channel interfaces to terminate DS3 or STS-1 channels in the serving wire center.
  7. OC-3 LightGate service local channel systems which require a DS3 termination at one location and DS1 terminations at the other, have two options available:
    - A DS3 channel interface at the customer location and a 28 DS1 channel system in addition to DS1 channel interfaces at the serving wire center, or
    - A DS3 (asymmetrical with DS1) interface at one termination point and DS1 channel interfaces at the other termination point.

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## B7. DIGITAL NETWORK SERVICE

### B7.4 LightGate Service (Cont'd)

#### B7.4.2 Application of Rates (Cont'd)

- K. LightGate service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for LightGate service in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4. (T)
- L. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to fifty percent (50%) of the number of months remaining in the contract times the monthly rates for the LightGate service rates which are provided under contract, and are subject to the exemptions of 1. and 2. following.
  - 1. No Termination Liability Charge will be applicable for the LightGate service System when the customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract.
  - 2. Termination Liability Charges do not apply to LightGate service channel interface service components.
- M. Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as determined on an individual case basis.

#### B7.4.3 Digital Architecture And Definitions

##### A. Digital Architecture

- 1. LightGate services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

Many LightGate service channels will be available on a digital basis at the network interface on a customer's premises. Traditional analog services, like tie lines, off-premises stations, and PBX trunks can be provided on a digital basis to a customer's premises by the Company when a customer desires them encoded in a DS1 bit stream. Under those conditions, they will be provided as DS0 channels by the Company. Both the Company and the customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superceded by the electrical specifications of the 1.544 Mbps (DS1) channel which is actually terminated. Each DS0 channel provided will have identity only as a "time slot" within a DS1 channel. Compatible digital to analog conversion equipment must be provided by the customer to derive the desired analog services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the customer.

##### B. Definitions

###### CHANNEL SERVICE UNIT (CSU)

The term CSU denotes network channel terminating equipment provided by the customer to terminate digital channel facilities on a customer's or user's premises.

###### DS0

The term DS0 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referenced to as having a 64 Kbps transmission bit rate signal. The required format and interface specifications are referenced in BellSouth Technical Reference #73501.

###### DS1

The term DS1 denotes a channel service expressed in terms of its digitally encoded bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference #73501.

## B7. DIGITAL NETWORK SERVICE

### B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

#### B7.7.1 General (Cont'd)

- C. SMARTRing service is connectable at Company central offices to any compatible high capacity service as provided in Section B7. and to Broadband Exchange Line Service at compatible data rates (e.g., 1.586 Mbps) as provided in Section A40.5 of the General *Exchange Guidebook*. Rates and charges for such other services are as set forth in the applicable sections of this *Guidebook* for such other services. (T)
- D. The customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support this service.
- E. Where the customer provides two separate entrance facility cable routes for SMARTRing service, the primary and alternate facilities will be separate and will enter the customer node over such different routes. When the customer requests two separate routes at a Customer Node via two Local Channels and Company facilities do not exist for the second Local Channel, the Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Company may rearrange the alternate route at any time. (T)
- F. The compatibility requirements, technical specifications, and generic requirements for SMARTRing service terminated at the customer's designated locations are referenced in Technical Reference ANSI T1.404-1989 and ANSI T1.403-1989.
- G. DS3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342.
- H. DS1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054.
- I. SMARTRing service DS3 high capacity service channels have a performance objective of 99.5 percent error-free seconds over a continuous twenty-four hour period. Self-healing multi-nodal DS1 high capacity service channels have a performance objective of 99.95 percent error-free seconds over a continuous twenty-four hour period.
- J. SMARTRing service OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 or OC-192+ capacity installed on or after June 3, 1994, is also available with FlexServ service Customer Network Management (CNM) under the rates, *terms and conditions* set forth following. FlexServ service CNM is available with two options: (1) Surveillance or (2) Reconfiguration. Customers wishing to incorporate either of these capabilities into their SMARTRing service should advise the Company at the time the initial service is requested. When the customer requests to add either FlexServ service option subsequent to the initial service installation, a SMARTRing service Rearrangement charge applies as set forth in 7.5.14 following. Customers who desire to only monitor their rings may order only Surveillance. However, customers who order Reconfiguration must already be subscribing to Surveillance or be ordering Surveillance coincident with Reconfiguration. Reconfiguration may not be ordered without Surveillance. (T)

Reconfiguration is provided on a per STS-1 basis. Within each STS-1 group, all activated interfaces must be optioned the same (either all Surveillance only or all Surveillance and Reconfiguration). Customers who wish to utilize this service to reconfigure DS1 interfaces must purchase the FlexServ service Reconfiguration option for all DS1 interfaces associated with the STS-1 group with which the customer desires to have equipped with FlexServ service capability.

When the customer orders Reconfiguration, the customer must order a sufficient quantity of SMARTRing service channel interfaces at every Customer Node and Central Office Node where reconfiguration capability is desired.

Reconfiguration is not available with 100 Mbps and 1000 Mbps Metro Ethernet Backbone interfaces.

- K. SMARTRing service ordered and installed after May 11, 2006, is available with an optional feature and function capability in which a customer may utilize all or part of his SMARTRing service to establish an adjunct virtual packet ring. A virtual packet ring is separate and apart from the SONET capabilities associated with high capacity channel transport via DS1 through OC-48 interfaces. A virtual packet ring provides the capability for a customer to transport Ethernet LAN traffic utilizing Basic Shared Ethernet LAN Access Links that have best effort service capabilities in which the throughput associated with a virtual packet ring are controlled/affected by the customer's traffic and network configuration. Since this is a Best-Effort service, the Company does not guarantee any performance levels including packet loss, latency or jitter of the customer's network if the customer chooses to oversubscribe his network. (T)

SMARTRing service Basic Shared Ethernet LAN Access Links are available based on equipment capability and a customer's requested service configuration. Upon a customer request for Basic Shared Ethernet LAN Access Links, equipment capability associated with the requested configuration shall be determined. Upon successful determination of the functionality of the customer's requested arrangement, the requested service shall be made available.

Basic Shared Ethernet LAN Access Links are further defined per TR 73582. Basic Shared Ethernet LAN Access Links are available only at Customer Nodes.

## B7. DIGITAL NETWORK SERVICE

### B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

#### B7.7.2 Application of Rates (Cont'd)

- H. In order to accommodate more flexible customer situations, SMARTRing service is available under several payment plans<sup>1</sup>: 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). The 36, 60, and 84 Month Term Payment Plans<sup>1</sup> are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9 preceding, except as modified following. For all payment plans, the following *terms and conditions* apply: (T)
1. All rate elements, except Channel Interfaces for a given SMARTRing service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the SMARTRing service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for the given SMARTRing service.
  2. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
  3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times fifty percent (50%) of the monthly rates for SMARTRing service which include all Nodes, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing service at the time of termination.
  4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.
  5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding.
  6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing service.
  7. (DELETED)
  8. Termination liability charges will not apply to SMARTRing Service under the following circumstances, as long as the total number of nodes does not decrease for an existing customer:
    - Disconnects of channel interfaces associated with SMARTRing Service
    - Disconnects, moves or rearrangements involving the removal of the following SMARTRing service rate elements to allow the placement of additional nodes and channels: Local Channel Mileage Rates, Interoffice Channel Mileage Rates, Customer Node and Central Office Node

**Note 1:** All term plans for SMARTRing Service which are established, renewed or extended after December 13, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services provided on or after February 1, 2019 will be provided on a Month-to-Month (MTM) basis at the applicable, then-current MTM rates.

## B7. DIGITAL NETWORK SERVICE

### B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

#### B7.7.2 Application of Rates (Cont'd)

- I. SMARTRing service Local Channel, Alternate Central Office Channel and Internodal Channel rates are distance sensitive. They are measured per quarter airline mile or fraction thereof from the customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies.
- J. The SMARTRing service Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central offices on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies.
- K. A nonrecurring charge applies for SMARTRing service Surveillance, one for each Customer Node and each Central Office Node, per SMARTRing service rearranged. A nonrecurring charge applies for Reconfiguration, one per reconfiguration of each STS-1 group at each node where such reconfiguration capability is desired. These rate elements apply when the Customer adds FlexServ service to an existing SMARTRing service.
- L. For SMARTRing service configured with a Virtual Packet Ring(s), an individual VPR requires multiple (i.e., two or more) Basic Shared Ethernet LAN Access Links.
- M. A Virtual Packet Ring Rearrangement charge applies for the complete removal of a Virtual Packet Ring from a SMARTRing service. This charge does not apply to an increase or decrease in the size of a Virtual Packet Ring or to changes involving the addition or removal of individual nodes on the ring.
- N. For conversions of LightGate service to a higher capacity OC-12, OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service and for conversions of SMARTRing service to a higher capacity SMARTRing service arrangement, customers will be allowed to defer the start of SMARTRing service ring level billing when the new service arrangement is provided under the Channel Services Payment Plan (CSPP), as described in B2.4.9, preceding. The period of deferred billing shall be based on the Company's estimation of the time required for conversion, up to a maximum of 60 days. This applies to orders for new service associated with conversions, as described above, or orders associated with a project for conversion that is pending completion, as of September 22, 2006. For orders associated with a project for conversion that is pending completion, the deferred start of ring level billing shall be accomplished via credits to the customer's bill. For upgrades, as described above, that are completed in less than 60 days, the deferred start of ring level billing shall be associated with the completion of the upgrade. Customer's SMARTRing service CSPP arrangements shall begin after the deferral period and continue to completion, as described in B2.4.9, preceding, for the customers selected CSPP commitment period.
 

Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring will be effective upon activation of the interface and is not available for deferred billing.

In case of a service outage associated with SMARTRing service ring level rate elements that have deferred billing, as described above, for new service associated with conversions or service associated with a project for conversion that is pending completion, a service outage credit will not apply.
- O. For situations where a customer requests Local Channel and Interoffice Channel service components to a central office and alternate facilities are available that provide an equal or higher level of protection than the requested service arrangement, such alternate facilities may be utilized, with concurrence of the customer, and the rate application shall be that of the Local Channel and Interoffice Channel service components as requested by the customer.

(T)



## B7. DIGITAL NETWORK SERVICE

### B7.9 MegaLinkPlus Service

#### B7.9.1 General

- A. MegaLink Plus service is furnished for Private Line IntraLATA Communications by the Company.
- B. MegaLink Plus service is a service for transmission of digital signals only and uses only digital transmission facilities.
- C. MegaLink Plus service is a fiber-based high capacity network service providing a 1.544 Mbps transport link with high performance and reliability parameters. This service utilizes structurally diverse loop facilities designed to limit single points of failure between a customer's location and its normal serving wire center.
- D. MegaLink Plus service is available to customer locations where existing loop facilities are fiber-based and utilize structurally diverse routes. For locations where loop facilities are not available to satisfy customer requests for MegaLink Plus service, special construction charges will apply as set forth in Section B5. preceding.
- E. The technical specifications and standard network interfaces for MegaLink Plus service are contained in BellSouth Technical Reference Publication 73525. This publication is available from Regional Documentation Services, 600 North 19th Street, 20th Floor, Birmingham, Alabama 35203.

#### B7.9.2 Terms and Conditions

##### A. Description of Service

1. MegaLink Plus service utilizes a self-healing diverse fiber-based local channel (loop) transport link between a customer designated premises and the normal serving wire center.
2. MegaLink Plus service is furnished on a link (partial) basis for connection at the normal serving wire center to another MegaLink Plus service, an ESSX service<sup>1</sup>, MegaLink channel service, FlexServ service, LightGate service, or SMARTRing service. Connectivity between MegaLink Plus service and these other services may be provided via a MegaLink service Interoffice Channel between central offices.
3. All appropriate rates, charges, *terms and conditions* specified in other *guidebook* sections for connected services are in addition to those for MegaLink Plus service specified in this *guidebook*.
4. Performance objectives for MegaLink Plus service between the customer's location and the serving wire center are as follows:
  - a. Meet or exceed 99.98 percent Circuit Availability.
  - b. Meet or exceed 99.95 percent Error Free Seconds.
  - c. Meet or exceed .010 Severely Errored Seconds.

The objectives apply except when a customer's equipment and/or cabling is disconnected and/or inoperative, or when a MegaLink service Interoffice Channel is used in conjunction with a MegaLink Plus service Local Channel. Consult TR73525 for additional information concerning service performance objectives.

5. Performance guarantees for MegaLink Plus service are as follows:

##### a. Service Installation

The Company will meet negotiated due date or credit an amount equal to the month-to-month payment plan nonrecurring charge according to the Service Installation Guarantee provisions described in B2.4.17 preceding.

##### b. Service Continuity

In the event of primary failure, service is guaranteed to switch to an alternate facility path in sixty seconds or less. Failure to meet this guarantee will result in a credit as described in E.3. following where the trouble is in the local loop facility on public right-of-way.

**Note 1:** Connection from MegaLink Plus service to a Centrex Type service may not be available from all Serving Wire Centers.

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## B7. DIGITAL NETWORK SERVICE

### B7.9 MegaLink Plus Service (Cont'd)

#### B7.9.2 Terms and Conditions (Cont'd)

(T)

##### B. Definitions

###### MEGALINK PLUS SERVICE LOCAL CHANNEL

The MegaLink Plus service Local Channel provides for the connection between a customer's designated premises to their serving wire center.

##### C. Application of Rates

1. Monthly rates and charges as specified in B7.9.3.A. following apply for each MegaLink Plus service local channel.
2. Recurring and nonrecurring rates and charges apply for each MegaLink Plus service. Nonrecurring charges will not apply for the MegaLink Plus service Local Channel rate element when MegaLink Plus service is furnished under a payment plan other than month-to-month. Available payment plans are described in 3. following.
3. MegaLink Plus service is available under several payment plans: Month-to-month (with a one month minimum), Plan A (24-48 Months)<sup>1</sup>, Plan B (49-72 Months)<sup>1</sup>, and Plan C (73-96 Months)<sup>1</sup> under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 preceding.
4. Month-to-month payment plan rates are subject to Company initiated changes. MegaLink Plus service rates provided under a CSPP arrangement are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer.
5. A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the customer-specified payment period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the payment period times the applicable monthly rate. However, a TLC will not apply, subject to the provisions set forth in B2.4.9.B. or customer requested changes to services not covered by the CSPP that are offered by the Company under an optional payment plan.
6. A service performance credit as specified in E.3. following will apply.

##### D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to MegaLink Plus service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
  - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink Plus service to a network interface on the customer's premises.
  - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer. MegaLink Plus service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for MegaLink Plus service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
    - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
    - the reception of signals by such equipment or systems, or
    - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
  - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of the Company utilized in the provision of MegaLink Plus service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
  - d. The Company undertakes to maintain and repair 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.

**Note 1:** As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.

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## B7. DIGITAL NETWORK SERVICE

### B7.9 MegaLink Plus Service (Cont'd)

#### B7.9.2 Terms and Conditions (Cont'd)

##### D. Connections (Cont'd)

##### 3. Responsibility of the Customer

- a. The customer is responsible for installing and testing premises equipment or facilities to insure that when they are connected to MegaLink Plus service such equipment or facilities are operating properly.
- b. The operating characteristics of the customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer 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 other facilities of the Company; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice 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.
- c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
- d. When MegaLink Plus service is connected at the serving wire center to another service which is provisioned with ANSI T1.403-1995 Extended Superframe Format (ESF) and/or Clear Channel Capability, the customer will be required to add the same format and/or line code standard to the MegaLink Plus service to ensure compatibility. Rates, *terms and conditions* associated with Clear Channel Capability are located in B7.1.

##### E. Payment Arrangements and Credit Allowances

1. The minimum service period for MegaLink Plus service is one month.
2. Suspension of service is not allowed.
3. Failure by the Company to meet the performance guarantee described in A.5.b. preceding will result in a credit of an amount equal to the monthly rate billed for the service. Credit for interruptions of sixty (60) seconds or more will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. A customer must report the outage in order to receive credit. The credit will apply no more than once per calendar month, and shall not exceed the monthly rate for the service.
4. MegaLink Plus service is eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17 preceding.

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## B7. DIGITAL NETWORK SERVICE

### B7.10 MegaLink Light Service

#### B7.10.1 General

- A. MegaLink Light service is furnished for Private Line IntraLATA Communications by the Company.
- B. MegaLink Light service is a service for transmission of digital signals only and uses only digital transmission facilities.
- C. MegaLink Light service is a fiber-based high capacity network service providing a 1.544 Mbps (DS1) transport link.
- D. MegaLink Light service provides for the simultaneous two-way transmission of serial, Bipolar Return-to-Zero (BPRZ) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at DS1 speeds of 1.544 Mbps, and is available to customer locations where existing loop facilities are fiber-based. The rates specified for MegaLink Light service in B7.10.3 following, contemplate the provision of a digital quality facility via existing exchange facilities compatible with this service. When MegaLink Light service is requested at locations where loop facilities are not available to satisfy customer requests for MegaLink Light service, special construction charges will apply as set forth in Section B5. preceding.
- E. The performance objectives, technical specifications and standard network interfaces for MegaLink Light service are contained in BellSouth Technical Reference Publication 73525. The performance objectives apply except when a customer's equipment and/or cabling is disconnected and/or inoperative, when customer provided power is disconnected and/or inoperative, or when a MegaLink Light service is extended beyond its normal Serving Wire Center. TR 73525 is available from Regional Documentation Services, 600 North 19th Street, 20th Floor, Birmingham, Alabama 35203.
- F. Unless specified following, the *terms and conditions* for MegaLink Light service specified herein apply in addition to the *terms and conditions* set forth in Section B2 preceding. (T)

#### B7.10.2 Terms and Conditions (T)

- A. Description of Service
  - 1. MegaLink Light service utilizes a fiber-based local channel (loop) transport link between a customer designated premises and its normal serving wire center.
  - 2. MegaLink Light service is furnished on a link (partial channel) basis for connection at the normal serving wire center to Centrex Type Services<sup>1</sup>, MegaLink channel service, FlexServ service, LightGate service or SMARTRing service. Connectivity between MegaLink Light service and these other services may be provided via a MegaLink service Interoffice Channel between central offices. Except for MegaLink service and MegaLink Plus service, those services connectable to a MegaLink service Interoffice Channel or a MegaLink Light service Local Channel may be utilized for completion of a customer's point-to-point channel service.
  - 3. All appropriate rates, charges, *terms and conditions* specified in other *guidebook* sections for connected services are in addition to those for MegaLink Light service specified in this *guidebook*. (T)
  - 4. Performance objectives for MegaLink Light service between the customer's location and the serving wire center are as specified in BellSouth Technical Reference Publication 73525.
  - 5. Performance guarantees for MegaLink Light service are as follows:
    - a. Service Installation
 

The Company will meet negotiated due date or credit an amount equal to the month-to-month payment plan nonrecurring charge according to the Service Installation Guarantee provisions described in B2.4.17 preceding.
    - b. Service Continuity
 

Service outages in the local loop facility, will result in a credit as described in E.3. following where the trouble is in the local loop facility on public right-of-way.

**Note 1:** Connection from MegaLink Light service to Centrex Type Services may not be available from all serving wire centers.

## B7. DIGITAL NETWORK SERVICE

### B7.10 MegaLink Light Service (Cont'd)

#### B7.10.2 Terms and Conditions (Cont'd)

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##### B. Definitions

###### MegaLink Light Service Local Channel

The MegaLink Light service Local Channel denotes a path for MegaLink Light service furnished between the customer's premises and its normal serving wire center.

###### DS1

This denotes a channel service in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps data transmission rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required interface specifications are contained in BellSouth Technical Reference Publication 73525.

##### C. Application of Rates

1. MegaLink Light service Local Channels will be charged for at rates based on the first half mile and each additional half mile for the airline distance measured between the customer's premises and its normal Serving Wire Center.
2. Recurring and nonrecurring rates and charges apply for each MegaLink Light service. Available payment plans are described in 3. following.
3. MegaLink Light service is available under several payment plans: Month-to-Month, Plan A (24-48 Months)<sup>1</sup>, Plan B (49-72 Months)<sup>1</sup>, and Plan C (73-96 Months)<sup>1</sup> under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 preceding.
4. Month-to-Month payment plan rates are subject to Company initiated changes. MegaLink Light service rates provided under a CSPP arrangement, as specified in B2.4.9.B preceding, are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current Month-to-Month rates. Renewal options for MegaLink Light service will be as specified in B2.4.9.A.7 preceding.
5. A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the payment period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the payment period times the monthly rate applicable. However, a TLC will not apply for; 1) moves of service subject to the provisions set forth in B7.10.3.B.5, 2) customer requested changes as specified in B2.4.9.A, or 3) customer requested change to services not covered by the CSPP that are offered by the Company under a contract payment plan.
6. When a customer requests B8ZS format be provided on a MegaLink Light service Local Channel, *terms and conditions*, and rates and charges appropriate for Clear Channel Capability (CCC) as specified for MegaLink service, located in B7.1 preceding, will apply.

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##### D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to MegaLink Light service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
  - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink Light service to a network interface on the customer's premises.

**Note 1:** As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.

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## B7. DIGITAL NETWORK SERVICE

### B7.10 MegaLink Light Service (Cont'd)

#### B7.10.2 Terms and Conditions (cont'd)

##### D. Connections (Cont'd)

##### 2. (Cont'd)

- b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer. MegaLink Light service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for MegaLink Light service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
- the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
  - the reception of signals by such equipment or systems, or
  - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
- c. The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of the Company utilized in the provision of MegaLink Light service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- d. The Company undertakes to maintain and repair 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.

##### 3. Responsibility of the Customer

- a. The customer is responsible for installing and testing premises equipment or facilities to insure that when they are connected to MegaLink Light service such equipment or facilities are operating properly.
- b. The operating characteristics of the customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer 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 other facilities of the Company; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice 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.
- c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
- d. When MegaLink Light service is connected at the serving wire center to another service which is provisioned with ANSI T1.403-1995 Extended Superframe Format (ESF) and/or Clear Channel Capability, the customer will be required to add the same format and/or line code standard to the MegaLink Light service to ensure compatibility. Rates, *terms and conditions* associated with Clear Channel Capability are located in B7.1.
- e. It will be the responsibility of the customer to make a power supply available when required by the Company for its use, using Company-provided, location specific, specifications for termination, type and location.

##### E. Payment Arrangements and Credit Allowances

1. The minimum initial service period for MegaLink Light service is 24 months. Month-to-Month rates may be specified upon completion of the initial 24 month service period.
2. Suspension of service is not allowed.

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## B7. DIGITAL NETWORK SERVICE

### B7.10 MegaLink Light Service

#### B7.10.2 Terms and Conditions (Cont'd)

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##### E. Payment Arrangements and Credit Allowances (Cont'd)

3. A service interruption of 30 minutes or more, attributable to the MegaLink Light service Local Channel portion of the customer's end-to-end service, will result in the credit of an amount as specified in a. through e. following. These credits are applicable to the Company's MegaLink Light service Local Channel portion of the customer's end-to-end service, where the trouble is in the Company's local channel facility on public right-of-way. Credits will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. A customer must report the outage in order to receive service outage credit, and the total credit received in any month shall not exceed the monthly rate for the service.
  - a. For service interruptions of from 30 to 150 minutes duration, the customer will receive a credit of an amount equal to 25 percent of the Local Channel monthly recurring rate.
  - b. For service interruptions of from 151 to 210 minutes duration, the customer will receive a credit of an amount equal to 50 percent of the Local Channel monthly recurring rate.
  - c. For service interruptions greater than 210 minutes duration, the customer will receive a credit of an amount equal to 100 percent of the Local Channel monthly recurring rate.
  - d. Service outages of less than 30 minutes duration will not receive credit.
  - e. Service outage credits for services into which MegaLink Light service Local Channels are terminated will be as is appropriate for those other services.
4. MegaLink Light service is eligible for credit of nonrecurring charges under provisions of the "Service Installation Guarantee" found in B2.4.17 preceding.

##### F. Service Changes

If the change involves changing a customer's MegaLink service Local Channel to a MegaLink Light service Local Channel, the change will be considered a disconnect of the existing service and full nonrecurring charges will apply for the MegaLink Light service, as appropriate. Changes from MegaLink service to MegaLink Light service will be considered an upgrade with regard to application of termination liability charges in accordance with the CSPP provisions provided in B2.4 preceding.

##### G. Independent Company Territories

*Terms, conditions*, rates and charges applicable for MegaLink Light service apply to MegaLink Light service provided in BellSouth serving areas and areas of Independent Companies that concur in BellSouth's Private Line *Guidebook*. In those cases where a portion of MegaLink Light service is furnished by an Independent Company that does not concur in BellSouth's Private Line *Guidebook*, the rates and regulations of the Independent Company apply to the portion of MegaLink Light service it furnishes.

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#### B7.10.3 Rates and Charges

##### A. Recurring Rates

1. A MegaLink Light service Local Channel is furnished between a customer's premises and its normal Serving Wire Center (SWC). Rates are based on the airline distance between the customer's premises and its normal SWC.

##### B. Nonrecurring Charges

1. Service Establishment Charges are applicable, for each MegaLink Light service Local Channel ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's Inside Move or Transfer of Service responsibility request, for processing the necessary data on an existing MegaLink Light service Local Channel. A Service Change Charge is applicable for each MegaLink Light service Local Channel associated with the customer request (in lieu of a Service Establishment Charge).
3. A Premises Visit Charge is applicable, per MegaLink Light service Local Channel, for termination of the channel at a customer's premises or for Inside Moves. Only one Premises Visit Charge applies when more than one MegaLink Light service Local Channel is terminated or moved at the same premises, during the same visit.
4. Connection charges are applicable for the connection and testing of MegaLink Light service Local Channels. The applicable charges are those nonrecurring charges specified in C.1. following.

**B7. DIGITAL NETWORK SERVICE**

**B7.11 (DELETED) (Cont'd)**

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