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A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service

A40.5.1 General

A. Broadband Line Service provides the customer with a local connection to high speed frame or cell-based switched services.

B. Broadband Line Service is available under options. Rates, charges, and *terms and conditions* specific to these options are in (T) later subsections of this section. The Fast Packet Option is described in A40.5.3 following.

C. Network interface specifications for Broadband Line Service are contained in BellSouth Technical Reference 73590. This publication is available from:

> Documentation Operations   (T)
> 20th Floor
> 600 North 19th Street
> Birmingham, AL 35203

D. Broadband Line Service, as provided for in this section, is offered for intraLATA use only and may not be utilized to connect to a Class 5 office for use in local exchange service transmissions.

E. The *terms, conditions* and rates specified herein are in addition to the applicable *terms, conditions* and rates specified in other (T) sections of this and other *Guidebooks*.

F. The rates and charges set forth for Broadband Line Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply as set forth in Section (T) A5.

A40.5.2 *Terms and Conditions*   (T)

A. Explanation of Terms

  1. Broadband Line

     The link from the customer's premises to the customer's Serving Wire Center.

  2. Broadband Line Extension

     When a customer's Serving Wire Center is not a Serving Area Point, a Broadband Line Extension is used to connect the (T) Serving Wire Center to the closest Serving Area Point. The Broadband Line Extension is associated with a Broadband Line, or as specified otherwise herein this *guidebook*.

     The Broadband Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point.

  3. Network Serving Area

     Certain Company Central Offices are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.

  4. Serving Area Point

     A Company Central Office that is designated as a member of the Network Serving Area.

B. Basis of Offering

  1. Detailed monthly billing is not provided.

  2. Suspension of service is not allowed.

  3. The minimum service period is one month.

C. Connections

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

  1. Obligations of Customer

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

        - Proper termination of service.

A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

A40.5.2 *Terms and Conditions* (Cont'd)   (T)

  C. Connections (Cont'd)

    1. Obligations of Customer (Cont'd)

      a. (Cont'd)

        - Amplification

        - Signal shaping

        - Remote loopback

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

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

        (1) Compatibility of the CPE to Broadband Line 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 CPE which is connected to Broadband Line Service.

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

    2. Responsibility of the Company

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

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

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

        (3) Damage to CPE provided by a customer to an authorized user during 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 provisioning of Broadband Line Service render any facilities provided by a customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance.

      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. Provision of Service

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

      a. Broadband Line

      b. Broadband Line Extension

      c. Move Charges

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

A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

A40.5.2 *Terms and Conditions* (Cont'd) (T)

   D. Provision of Service (Cont'd)

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

        - the point of interface at the customer's premises

        - the customer's premises

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

        a. Moves Within the Same Building

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

        b. Moves to a Different Building

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

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

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

      4. The rates and charges contained in this *Guidebook* or Broadband Line Service are applicable from the meet point with an independent company to the Network Serving Area, for customer locations served by an independent company. (T)

A40.5.3 Fast Packet Option (FPO)

   A. General

      1. The Fast Packet Option (FPO) of Broadband Line Service is only available when used in conjunction with Frame Relay Service, Asynchronous Transfer Mode (ATM) Service, or BellSouth Video Conferencing Service (BVCS). Specifications for Frame Relay Service are contained in A40.1. ATM Service specifications are contained in A40.8. Specifications for BVCS are contained in A40.11. (T)

      2. The Fast Packet Option is used to connect a customer premises with the Frame Relay, ATM or BVCS Network Serving Areas.

      3. The Fast Packet Option is designed to transmit digital data signals at speeds of 56 Kbps, 64 Kbps, 128 Kbps[1], 1.536 Mbps, 44.210 Mbps, 149.760 Mbps, or 599.040 Mbps.

        a. Multiples of 1.536 Mbps Broadband Line Service and Broadband Line Extension Service (from 2 through 8) may be used to access ATM Service Customer Connections using Inverse Multiplexing (IMA).

ATM Service IMA Customer Connection Speed	Quantity of 1.536 Mbps Broadband Line Services Required
3.072 Mbps	2
4.608 Mbps	3
6.144 Mbps	4
7.680 Mbps	5
9.216 Mbps	6
10.752 Mbps	7
12.288 Mbps	8

    Note 1: Effective 11/8/2002, Fast Packet Option 128 Kbps (2B1Q) is not available for new installations, moves or changes.

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service

A40.13.1 General

A.   BellSouth Metro Ethernet Service is a high-speed packet transport that is based on Ethernet transmission parameters.

B.   BellSouth Metro Ethernet Service provides various transport capabilities that range from 2 Mbps through 1 Gbps with capabilities for basic, premium and virtual arrangements that may be used to meet individual customer needs.

C.   BellSouth Metro Ethernet Service signals meet IEEE 802.3, 802.3u, or 802.3z standards. BellSouth Metro Ethernet Service also uses 802.1Q VLAN tagging and stacking for certain service configurations contained herein. Technical requirements for interfaces with customer premises equipment (CPE) are contained in ANSI/IEEE 802.3 Specifications. These technical documents may be ordered from:

> American National Standards Institute
> 11 West 42nd Street
> New York, New York 10036

D.   Technical Reference TR-73632 - Metro Ethernet Interface Specifications may be ordered from:

> BellSouth Documentation Service Center
>
> 3535 Colonnade Parkway – NW5B
> Birmingham, AL 35243

Technical limitations associated with provisioning 2 Mbps, 4 Mbps and 8 Mbps BellSouth Metro Ethernet Connections based upon distance from the customer's premises to serving wire center and equipment configurations exist and are also set forth in TR-73632.

E.   BellSouth Metro Ethernet Service, as provided under the provisions of this section, is offered for intraLATA use only.

F.   The *terms, conditions* and rates specified herein are in addition to the applicable *terms, conditions* and rates specified in other (T) sections of this and other *guidebooks* of the Company.

G.   The rates and charges set forth for BellSouth Metro Ethernet Service provide for the furnishing of service in certain metropolitan areas. In locations where BellSouth Metro Ethernet Service is not available, special construction charges may apply as set forth in Section A5.

H.   For BellSouth Metro Ethernet Service, the Due Date Change Charge, Expedite Request Charge and Cancellation Charge, as defined in A40.9, are applicable.

A40.13.2 *Terms and Conditions* (T)

A.   Explanation of Terms

   1.   Metro Ethernet

   Metro Ethernet is a service where Local Area Networks (LANs) send bi-directional Ethernet traffic to other LANs on an Ethernet Wide Area Network (WAN). Ethernet is one of the most widely deployed LAN/WAN standards. BellSouth Metro Ethernet Service supports IEEE Standard 802.3, 802.3u and 802.3z transmission standards.

   2.   Local Area Network (LAN)

   LAN is a communications network spanning a limited geographical area. A LAN connects computers and other peripheral equipment for data communications purposes within a building or campus environment.

   3.   Virtual Local Area Network (VLAN)

   A virtual local area network (VLAN) is a logical grouping of Metro Ethernet connections that allows data transmission between such connections to occur as if all connections are on the same physical LAN.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

A.   Explanation of Terms (Cont'd)

4.   Basic BellSouth Metro Ethernet Service Connection

Provides 2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 100 Mbps and 1 Gbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Basic BellSouth Metro Ethernet Service is a best effort service with service capabilities that are affected by overall traffic on the Basic BellSouth Metro Ethernet Service network and is suitable for data transmission only.

A Basic BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Basic BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area.

A Basic BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises[1] that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Basic BellSouth Metro Ethernet Service Connection. Customer locations[1] greater than 10 miles from the BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges.

5.   Premium BellSouth Metro Ethernet Service Connection

Provides 2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps 250 Mbps, 500 Mbps and 1000 Mbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Premium BellSouth Metro Ethernet Service provides the ability to order Ethernet Service with improved service characteristics to meet customer needs regarding the assurance of bandwidth availability.

Premium BellSouth Metro Ethernet Service provides customers capabilities to assure service characteristics via ordering a Committed Bandwidth (CBW). A CBW is the minimum bandwidth across the BellSouth Metro Ethernet Service network within a metropolitan area between a customer's Premium BellSouth Metro Ethernet Service locations.

Premium BellSouth Metro Ethernet Service Connections are available with "Fixed" and "Burst" capabilities[2]. With the Fixed arrangement, Premium BellSouth Metro Ethernet Service Connections will have the bandwidth ordered (e.g., 10 Mbps) available across the BellSouth Metro Ethernet Service network. With the Burst arrangement, Premium BellSouth Metro Ethernet Service Connections will have the ability to send burst of data above their CBW rate, if network capacity and facilities are available. For example a 10 Mbps, a 20 Mbps and a 50 Mbps Connection may Burst up to 100 Mbps, while a 100 Mbps, a 250 Mbps and a 500 Mbps Connection may Burst up to 1 Gbps.

A Premium BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Premium BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area.

Premium BellSouth Metro Ethernet Service Connection provides data channel transport that connects a customer premises[1] that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Premium BellSouth Metro Ethernet Service Connection. Customer locations[1] greater than 10 miles from the BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges.

> **Note 1:**   And as alternatively set forth in A40.13.2.C.11.
>
> **Note 2:**   Premium Connections at 2 Mbps, 4 Mbps and 8 Mbps are not available with "Burst" capability.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

A. Explanation of Terms (Cont'd)

6.   Virtual BellSouth Metro Ethernet Service Connection   (T)

Provides 2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 80 Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, 750 Mbps, 900 Mbps and 1000 Mbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Virtual BellSouth Metro Ethernet Service provides the ability to order Ethernet Service where a single customer connection can support multiple applications with varying Quality of Service (QoS) features and Classes of Service.

Virtual BellSouth Metro Ethernet Service provides customer capabilities to support different Classes of Service (CoS) (i.e., Real-Time, Interactive, Business Critical and Best Effort as described in (13) following) over the same Connection and offers customers increased flexibility to match bandwidth to their real needs for voice/data/video applications on each Connection. The customer orders the percentage of their Virtual BellSouth Metro Ethernet Service Connection bandwidth that will be allocated for each class of service.

For each Virtual Connection, the customer's bandwidth will be limited to the fixed speed associated with each CoS level specified in the CoS profile selected for the Virtual Connection.

A Virtual BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Virtual BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area.

A Virtual BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises[1] that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Virtual BellSouth Metro Ethernet Service Connection. Customer locations[1] greater than 10 miles from the Virtual BellSouth Metro Ethernet Service wire center also require BellSouth Metro Ethernet Service Additional Mileage charges.

7.   BellSouth Metro Ethernet Service Independent Company (ICO) Trunk Connection   (T)

Provides interconnection between BellSouth's Ethernet network and the Ethernet network of an Independent Telephone Company. A BellSouth Metro Ethernet Service ICO Trunk Connection provides data channel transport for connections that are 10 airline miles or less in distance from the BellSouth Metro Ethernet Service ICO Trunk Connection wire center to the meet-point with the Independent Company. Meet-point locations greater than 10 airline miles from the BellSouth Metro Ethernet Service ICO Trunk Connection wire center also require BellSouth Metro Ethernet Service ICO Trunk Additional Mileage charges.

8.   BellSouth Metro Ethernet Service Additional Mileage Charges   (T)

Additional mileage charges associated with a BellSouth Metro Ethernet Service Connection apply when the total distance from the customer premises[1] to the BellSouth Metro Ethernet Service wire center associated with the service serving the customer's premises[1] is greater than 10 miles in length. The additional mileage is measured in airline miles from the customer premises to the BellSouth Metro Ethernet Service wire center associated with the BellSouth Metro Ethernet Service. Fractions of miles will be considered as a whole mile.

BellSouth Metro Ethernet Service Additional Mileage Charges apply to Basic, Premium and Virtual BellSouth Metro Ethernet Service based on the service's speed and the total distance associated with the data channel. The BellSouth Metro Ethernet Service Additional Mileage Charge is based on the mileage band the total data channel mileage falls into. For example, a data channel that is 30 miles in length would be charged the additional mileage rate for the greater than 25 mile through 35 mile band.

9.   BellSouth Metro Ethernet Service Independent Company (ICO) Trunk Additional Mileage Charges   (T)

Additional mileage charges associated with a BellSouth Metro Ethernet Service ICO Trunk Connection apply when the total distance from the BellSouth Metro Ethernet Service ICO Trunk Connection wire center to the meet-point with the Independent Company is greater than 10 miles in length. The additional mileage is measured in airline miles from the BellSouth Metro Ethernet Service wire center associated with the BellSouth Metro Ethernet Service ICO Trunk Connection to the Independent Company meet-point. Fractions of miles will be considered as a whole mile.

Note 1:   And as alternatively set forth in A40.13.2.C.11.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd) (T)

A. Explanation of Terms (Cont'd)

10. Metro Ethernet Customer Network (T)

A Metro Ethernet Customer Network is defined as the set of interconnected Metro Ethernet connections assigned to the same VLAN within the BellSouth core network. Premium Connections that include the Q-Forwarding optional feature and Virtual Connections that include the VLAN Aggregation optional feature may be part of more than one Metro Ethernet Customer Network.

11. Priority Plus (T)

Customers with Premium BellSouth Metro Ethernet Service, as an optional feature, may order the ability to prioritize their traffic in accordance with a predefined hardware queue model approach. With this option, customers will assign priority values to their data and higher-priority data will be transmitted first. Priority Plus service traffic is limited to a small subset of the total Committed Bandwidth (CBW) traffic and is marked for expedited handling within the Metro Ethernet Service. Customers that desire Priority Plus must establish it for all of their Premium BellSouth Metro Ethernet Service connections within that Metro Ethernet Customer Network.

12. Q-Forwarding (T)

Customers with a Premium BellSouth Metro Ethernet Service Arrangement may order the Q-Forwarding feature. Q-Forwarding provides VLAN aggregation across a common physical connection. This feature supports customer aggregation of traffic from multiple remote customer locations. This aggregated traffic can be transported back to a central location and across a common Premium Metro Ethernet Service interface. Q-Forwarding utilizes IEEE 802.1Q VLAN Tagging procedures.

While Q-Forwarding is available with BellSouth Premium Metro Ethernet Connections at 2 Mbps, 4 Mbps and 8 Mbps, this feature is subject to technical limitations set forth in Technical Reference 73632 when used with these speed connections.

With Q-Forwarding, special technical considerations set forth in Technical Reference 73632 must be taken into account to determine the customer's CBW across their BellSouth Metro Ethernet Network.

The Q-Forwarding Service Establishment Charge is a charge to provision a Premium Metro Ethernet Connection with the Q-Forwarding feature and identify it as the host connection or the "aggregator" connection.

The Q-Forwarding Network Assignment Charge is a charge to provision any remote Premium connection to the Q-Forwarding host "aggregator" connection. The Q-Forwarding Network Assignment Charge applies for each remote Metro Ethernet Customer Network (VLAN) connected to the Q-Forwarding host "aggregator" connection.

13. VLAN Aggregation (T)

Customers with a Virtual BellSouth Metro Ethernet Service Arrangement may order the VLAN Aggregation feature. VLAN Aggregation provides VLAN aggregation across a common physical connection. This feature supports customer aggregation of traffic from multiple remote customer locations. This aggregated traffic can be transported back to a central location and across a common Virtual Metro Ethernet Service interface. VLAN Aggregation utilizes IEEE 802.1Q VLAN Tagging procedures.

While VLAN Aggregation is available with BellSouth Virtual Metro Ethernet Connections at 2 Mbps, 4 Mbps and 8 Mbps, this feature is subject to technical limitations set forth in Technical Reference 73632 when used with these speed connections.

The VLAN Aggregation Service Establishment Charge is a charge to provision a Virtual Metro Ethernet Connection with the VLAN Aggregation feature and identify it as the host connection or the "aggregator" connection.

The VLAN Aggregation Network Assignment Charge is a charge to provision any remote Virtual connection to the VLAN Aggregation host "aggregator" connection. The VLAN Aggregation Network Assignment Charge applies for each remote Metro Ethernet Customer Network (VLAN) connected to the VLAN Aggregation host "aggregator" connection.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

   A.   Explanation of Terms (Cont'd)

         14.   Class of Service (CoS) Profile   (T)

For each Virtual BellSouth Metro Ethernet Connection the customer must decide the mix of applications that will be supported on that Connection, the CoS mix that Virtual Connection must support, and the percentage of bandwidth to be assigned for each CoS (i.e., build a CoS profile for each Virtual Connection). The customer's bandwidth will be limited to the fixed speed associated with each CoS level. Therefore, total bandwidth available to support transmission of a specific CoS will depend upon the size of the customer's Connection and the specific CoS percentage the customer selected for that Connection.

A customer may request a single CoS or up to four CoS to build the CoS Profile for a Virtual Connection. The customer determines the percentage bandwidth each CoS selected should be of the total Virtual Connection's bandwidth. The sum of the percentages for each CoS selected for a Virtual Connection must equal 100%. Additionally, the combined CoS bandwidth percentages selected in a customer's CoS Profile for Real-Time CoS plus Interactive CoS may not exceed 50%, except where the customer selects the 70% Real-Time CoS bandwidth percentage and has no Interactive traffic.

A customer may select different CoS profiles for different Virtual Connections that share the same network VLAN, or Virtual Connection network arrangement. However, technical limitations exist as discussed in TR-73632 that limit the total number of different CoS profiles that can be utilized in a single Virtual Connection network arrangement.

The CoS and percentage bandwidth selected for a Virtual Connection will define the applications that can be supported and its Quality of Service (QoS) attributes such as traffic priority, latency, packet loss rate, etc. QoS attributes are defined for each CoS. Each Virtual Connection will support Ethernet traffic representing one or more applications and CoS. Virtual Connections support the four following CoS:

     -   Real-Time[1]: This CoS supports VoIP applications. The Real-Time CoS is supported by a low latency queue. The Low Latency Queuing (LLQ) feature in the Ethernet network is used for support of the Real-Time CoS.

     -   Interactive[1]: This CoS supports interactive Video applications. The Interactive CoS is policed to a maximum bandwidth.

     -   Business Critical: This CoS supports mission-critical business data applications. These applications tend to be data specific and may include medical imaging, electronic funds transfer, medical records transfer, etc.

     -   Best-Effort: This CoS is the default CoS for all other traffic that is not defined as Business Critical, Real-Time or Interactive. Traffic that does not match the other CoS will be mapped as Best Effort. Traffic with the Best Effort CoS will have the lowest priority on the network and will support lower priority data applications, such as email and file transfer protocol (FTP).

Each customer packet from a Virtual Connection will be classified and assigned to a specific CoS by methods identified in TR-73632.

      Note 1:   The combined CoS bandwidth percentages selected in a customer's Virtual Connection CoS Profile for Real-Time CoS plus Interactive CoS may not exceed 50%, except where the customer selects the 70 Real-Time CoS bandwidth percentage and has no Interactive traffic.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* **(Cont'd)** (T)

A. Explanation of Terms (Cont'd)

15. Reconfiguration Changes (T)

A customer request to modify a BellSouth Metro Ethernet Service connection subsequent to the establishment of the connection is considered a reconfiguration change. Nonrecurring charges provided for processing certain reconfiguration changes are the Service Reconfiguration Charge and System Reconfiguration Charge. The appropriate reconfiguration charge is dependent upon the physical work required to fulfill the reconfiguration change request and applies as specifically set forth herein in lieu of other BellSouth Metro Ethernet Service nonrecurring charges. Such changes are not treated as disconnects and do not change minimum period requirements.

A Service Reconfiguration Charge is applicable as set forth herein this ***guidebook*** for requests where the work required is (T) a minor change that does not involve changing the physical service type[1]. The Service Reconfiguration Charge is applicable as set forth in A40.13.2.C.5.b. for a request to change an existing connection to a different connection that is the same physical service type[1] that is a lower order of service per the BellSouth Metro Ethernet hierarchy set forth in A40.13.2.C.4.. The Service Reconfiguration Charge is also applicable for a request to change an existing Premium connection from fixed mode to burst mode (and vice versa), for a request to add or delete the Priority Plus feature on an existing Premium connection and for a request to change the CoS Profile on an existing Virtual connection.

A System Reconfiguration Charge is applicable as set forth herein this ***guidebook*** for requests where the work required (T) involves changing to a different physical service type[1] or involves major support system changes. The System Reconfiguration Charge is applicable as set forth in A40.13.2.C.5.a. for requests to change an existing connection to a different connection that is a different physical service type[1] that is a lower order of service per the BellSouth Metro Ethernet hierarchy set forth in A40.13.2.C.4. The System Reconfiguration Charge is also applicable to change the network channel terminating equipment (NCTE) interface option from optical to electrical (or vice-versa) and to change the premises powering options from AC power to DC power (or vice-versa).

16. Customer Network Management (CNM) - Metro Ethernet Reporting Charge (T)

Customers with Premium or Virtual Metro Ethernet Service, as an optional feature, may order CNM - Metro Ethernet Reporting that provides customers a view into their BellSouth Metro Ethernet Service Network via a Web interface and Security Card. The CNM - Metro Ethernet Reporting charge provides Alarm Surveillance, Service Level Agreement Reporting, and Performance Reporting for the various network components that comprise the customer's BellSouth Metro Ethernet Service network. It is only available to customers purchasing Premium or Virtual BellSouth Metro Ethernet Service and is charged for each Premium or Virtual Metro Ethernet Service connection.

Note 1: The physical service type/speed of each Metro Ethernet Connection is provided in (T) A40.13.2.C.4.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

A.   Explanation of Terms (Cont'd)

17.   CNM - Metro Ethernet Reporting Service Establishment Charge   (T)

The Service Establishment Charge is a nonrecurring charge that applies per BellSouth Metro Ethernet Service customer account. This service charge covers the initial establishment of the CNM - Metro Ethernet Reporting account for each customer. A customer with an existing CNM - Metro Ethernet Reporting customer account from another BellSouth jurisdiction may re-use that customer account.

18.   CNM - Metro Ethernet Reporting Web Interface Charge   (T)

All customers purchasing CNM - Metro Ethernet Reporting must have a Web Interface. This connection allows the customer to access and monitor their network via the Web. Each web interface provides for one concurrent access; additional concurrent accesses will require additional web interfaces. The first Web Interface is included in the initial installation of the CNM - Metro Ethernet Reporting feature. A monthly charge and a non-recurring charge are applicable for each additional Web Interface connection.

19.   Metro Ethernet Security Card Charge   (T)

A Security Card is required for each Web Interface. Each security card can only be used for a single concurrent access and can be associated with only one web interface. A Security Card charge will apply for initial and additional cards, or for the issuance of additional cards to replace lost, damaged or expired cards. A nonrecurring charge is applicable per Security Card.

20.   Automatic Protection Switching (APS)   (T)

Automatic Protection Switching (APS) is an optional feature that provides customers with the option of having data channel survivability through the use of a secondary path that is diverse from the path provided with their primary Metro Ethernet Connection. However, APS is not available for a 2 Mbps, 4 Mbps or 8 Mbps Connection.

21.   Service Level Agreements (SLAs)   (T)

BellSouth Metro Ethernet Service Customer networks comprised of Premium Connections or Virtual Connections with Metro Ethernet Reporting are provided Service Level Agreements (SLAs) for the Telephone Company's repair and performance commitments for this service. Credits are provided for missed commitments on such service. The specific SLA commitments and credits applicable are set forth in Section A40.13.2.B.6. following for Premium Connections and in Section A40.13.2.B.7. for Virtual Connections.   (T)

22.   Core Trunk Automatic Failover   (T)

Core Trunk Automatic Failover is an optional feature that provides customers with the option to have an Automatic Failover SLA on core trunk protection between BellSouth Metro Ethernet service core network wire centers within a BellSouth Metro Ethernet service metropolitan area.

Core Trunk Automatic Failover is available for use with Basic, Premium and Virtual BellSouth Metro Ethernet Arrangements.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B. Basis of Offering

1. Suspension of service is not allowed.

2. BellSouth Metro Ethernet Service is available 24 hours per day, 7 days per week, except for preventive maintenance.

3. Obligations of customer and Company

   a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.

   b. The customer is responsible for the provision and maintenance of all customer provided equipment and to insure that the operating characteristics of this equipment is comparable with and does not interfere with the service offered by the Company.

   c. At the Service Connection point the customer's signals must conform to IEEE Standards 802.3, 802.3u or 802.3z. To meet end-to-end delay requirements contained in these aforementioned standards, the customer may be required to provide additional equipment.

   d. Application testing described in A2.5.11 is not available for BellSouth Metro Ethernet Service components and features.   (T)

4. The minimum service period for all BellSouth Metro Ethernet Service components is twelve months.   (T)

5. Due to the nature of BellSouth Metro Ethernet Service it will be necessary to perform preventive maintenance and software updates. This will mean that BellSouth Metro Ethernet Service and BellSouth CNM - Metro Ethernet Reporting will be unavailable during the period of time when preventive maintenance is being performed. This could result in BellSouth Metro Ethernet Service and BellSouth CNM - Metro Ethernet Reporting being unavailable during the period of time between 1:00 AM and 5:00AM Eastern Time on any given Tuesday or Sunday morning. The Company upon written notice to the customer may adjust the maintenance window.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B.   Basis of Offering (Cont'd)

    6.   Service Level Agreement for Premium BellSouth Metro Ethernet Service

      BellSouth Metro Ethernet Service Level Agreements (SLAs) specify the Company's repair and performance commitments for CNM - Metro Ethernet Reporting customers. Credits are provided for missed commitments to Premium customers purchasing the CNM - Metro Ethernet Reporting feature. Credits only apply for portions of service provided by the Company. The following service measurements will outline the service levels the Company will deliver to CNM - Metro Ethernet Reporting customers with Premium Metro Ethernet Connections. Details of the technical measurements and performance results methodologies for each commitment are provided in BellSouth Technical Reference TR-73632.

      Repair

      -    BellSouth Metro Ethernet Service Time-to-Repair[1]

      -    Repair commitments are measured on a per occurrence basis

      Network Service Levels

      -    BellSouth Metro Ethernet Service Network Availability

      -    BellSouth Metro Ethernet Service Network Latency

      -    Network Service Level Commitments are monthly performance measurements

    a.   SLA Definitions:

      BellSouth Metro Ethernet Service Time-To-Repair

      -    BellSouth Metro Ethernet Service Time-To-Repair measures the outage duration on a customer's connection. This measure will require the customer to report the problem to the BellSouth repair center.

      -    The repair interval will start with the time entered on the trouble ticket and end when fault is re-mediated. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Time for scheduled maintenance windows does not count towards SLA threshold.

      BellSouth Metro Ethernet Service Network Availability

      -    BellSouth Metro Ethernet Service Network Availability measures the percentage of time the customer's service is unavailable on the core network. Core network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not traverse the core network are not eligible for the Network Availability SLA and one will not be provided.

      -    The Service Level Commitment will be calculated by measuring and summing the outage for each network component used by the customer, divided by the total number of components, times the total service time for a particular calendar month. Excluded from the outage time and service time are scheduled maintenance windows and time the network was unavailable due to circumstances outside the Company's control.

          Note 1:   SLA not applicable if missed due to LightGate service or SMARTRing service outage where BellSouth Metro Ethernet Service is using LightGate service or SMARTRing service as alternate transport.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B. Basis of Offering (Cont'd)

6.   Service Level Agreement for Premium BellSouth Metro Ethernet Service (Cont'd)

a.   SLA Definitions: (Cont'd)

BellSouth Metro Ethernet Service Network Latency -

- BellSouth Metro Ethernet Service Network Latency measures average one-way delay in milliseconds within the core network. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Latency SLA and one will not be provided.

- The Service Level Commitment will be calculated by averaging the measured latency within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period.

b.   The Company's Service Level Commitments for BellSouth Metro Ethernet Service are as follows:

- BellSouth Metro Ethernet Service Time-To-Repair - 4 hours
- BellSouth Metro Ethernet Service Network Availability - 99.9%
- BellSouth Metro Ethernet Service Network Latency - 55 milliseconds

c.   SLA Restrictions

- The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet Service. The customer network design requirements are as follows:

- A customer must subscribe to the CNM - Metro Ethernet Premium Service with Metro Ethernet Reporting to receive credits for missed Service Level Commitments.

- Credits are not provided for partial month service.

- A customer's account must be current to receive a credit.

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control include, but are not limited to, the following:

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service,

- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,

- the customer's premises equipment, and

- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for BellSouth-owned and operated equipment located on the customer's premise.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B. Basis of Offering (Cont'd)

6. Service Level Agreement for Premium Metro Ethernet Service (Cont'd)

c. SLA Restrictions (Cont'd)

The customer must request a credit within one calendar month of the Company missing a BellSouth Metro Ethernet Service Level Commitment. A customer request for a Network Service Level SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the observed measurement of the specific SLA that was missed. A customer request for a Repair SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the trouble ticket number of the repair request. The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure.

d. SLA Credits for CNM - Metro Ethernet Reporting

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (3) following):

BellSouth Metro Ethernet Service Time-To-Repair

0 to 4 hours per incident – No Credit

Over 4 hours to 24 hours per incident – Credit 3 days MRC

Each additional 24-hour period, per incident – Credit additional 3 days MRC

BellSouth Metro Ethernet Service Network Availability – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Latency – Credit 3 days MRC

The SLA credit amount will be determined by applying the credits outlined above to the rate elements or total billed revenues specified following. Credits for all SLAs for a calendar month cannot exceed the MRC for the BellSouth Metro Ethernet Service components. Credits are not provided for partial month service.

(1) BellSouth Metro Ethernet Service Time-To-Repair Credit - The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections.

(2) BellSouth Metro Ethernet Service Network Availability Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the availability commitment. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Availability SLA.

(3) BellSouth Metro Ethernet Service Network Latency Credit – The credit will apply for each Metro Ethernet Service Connection that does not meet the latency commitment. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Latency SLA

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd) (T)

B. Basis of Offering (Cont'd)

7. Service Level Agreement for Virtual BellSouth Metro Ethernet Service

BellSouth Metro Ethernet Service Level Agreements (SLAs) specify the Company's repair and performance commitments for CNM - Metro Ethernet Reporting customers. Credits are provided for missed commitments to Virtual customers purchasing the CNM - Metro Ethernet Reporting feature. Credits only apply for portions of service provided by the Company. The following service measurements will outline the service levels the Company will deliver to CNM - Metro Ethernet Reporting customers with Virtual Metro Ethernet Connections. SLAs will be applied on a per Class of Service (CoS) basis for Virtual Connections; traffic representing the different CoS (i.e., Real-Time, Interactive, Business Critical and Best Effort) transported across the same Virtual Connection will have different SLAs. Details of the technical measurements and performance results methodologies for each commitment are provided in BellSouth Technical Reference TR-73632.

Repair

- BellSouth Metro Ethernet Service Time-to-Repair[1]

- Repair commitments are measured on a per occurrence basis for all CoS

Network Service Levels

- BellSouth Metro Ethernet Service Network Availability

- BellSouth Metro Ethernet Service Network Latency[2]

- BellSouth Metro Ethernet Service Network Jitter[2, 3]

- BellSouth Metro Ethernet Service Network Packet Delivery[2]

- Network Service Level Commitments are monthly performance measurements by CoS

a. SLA Definitions:

BellSouth Metro Ethernet Service Time-To-Repair

- BellSouth Metro Ethernet Service Time-To-Repair measures the outage duration on a customer's connection for all CoS. This measure will require the customer to report the problem to the BellSouth repair center.

- The repair interval will start with the time entered on the trouble ticket and end when fault is re-mediated. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Time for scheduled maintenance windows does not count towards SLA threshold.

BellSouth Metro Ethernet Service Network Availability

- BellSouth Metro Ethernet Service Network Availability measures the percentage of time by CoS during a calendar month that the customer's service is unavailable on the core network. Core network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not traverse the core network (i.e., do not span more than one switch in the core network) are not eligible for the Network Availability SLA and one will not be provided.

- The Service Level Commitment will be calculated by CoS by measuring and summing the outage for each network component used by the customer, divided by the total number of components, times the total service time for a particular calendar month. Excluded from the outage time and service time are scheduled maintenance windows and time the network was unavailable due to circumstances outside the Company's control.

Note 1: SLA not applicable if missed due to LightGate service or SMARTRing service outage where BellSouth Metro Ethernet Service is using LightGate service or SMARTRing service as alternate transport.

Note 2: SLA not applicable for Best Effort CoS.

Note 3: SLA not applicable for Business Critical CoS.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

   B.   Basis of Offering (Cont'd)

       7.   Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

          a.   SLA Definitions: (Cont'd)

BellSouth Metro Ethernet Service Network Latency -

- BellSouth Metro Ethernet Service Network Latency measures average one-way delay in milliseconds within the core network. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Latency SLA and one will not be provided.

- The Service Level Commitment will be calculated for each CoS (except the Best Effort CoS) by averaging the measured latency for each eligible CoS within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period.

BellSouth Metro Ethernet Service Network Jitter -

- BellSouth Metro Ethernet Service Network Jitter measures the average variability, measured in time (milliseconds) between the actual packet transmission rate and the expected packet transmission rate with the core network for Interactive and Real-Time CoS. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Jitter SLA and one will not be provided.

- The Service Level Commitment will be calculated for the Interactive CoS and Real-Time CoS by averaging the measured jitter of simulated traffic for each of the customer's eligible CoS queue within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period.

BellSouth Metro Ethernet Service Network Packet Delivery -

- BellSouth Metro Ethernet Service Network Packet Delivery measures the percentage of packets conforming to the committed bandwidth profile that are delivered across the core network, without being dropped or lost as a result of a fault within the Virtual Ethernet network. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Packet Delivery SLA and one will not be provided.

- The Service Level Commitment will be calculated for each CoS (except the Best Effort CoS) by averaging the measured packet delivery for each eligible CoS within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B.   Basis of Offering (Cont'd)

7.   Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

b.   The Company's Service Level Commitments for Virtual BellSouth Metro Ethernet Service are as follows:

-   BellSouth Metro Ethernet Service Time-To-Repair :
    . Best Effort CoS: 4 hours or less
    . Business Critical CoS: 4 hours or less
    . Interactive CoS: 4 hours or less
    . Real-Time CoS: 4 hours or less

-   BellSouth Metro Ethernet Service Network Availability :
    . Best Effort CoS: 99.500% or greater
    . Business Critical CoS: 99.995% or greater
    . Interactive CoS: 99.995% or greater
    . Real-Time CoS: 99.995% or greater

-   BellSouth Metro Ethernet Service Network Latency (one-way) :
    . Best Effort CoS: Not Applicable
    . Business Critical CoS: 15 milliseconds or less
    . Interactive CoS: 5 milliseconds or less
    . Real-Time CoS: 5 milliseconds or less

-   BellSouth Metro Ethernet Service Network Jitter :
    . Best Effort CoS: Not Applicable
    . Business Critical CoS: Not Applicable
    . Interactive CoS: 1 millisecond or less
    . Real-Time CoS: 1 millisecond or less

-   BellSouth Metro Ethernet Service Network Packet Delivery :
    . Best Effort CoS: Not Applicable
    . Business Critical CoS: 99.900% or greater
    . Interactive CoS: 99.950% or greater
    . Real-Time CoS: 99.995% or greater

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B.   Basis of Offering (Cont'd)

    7.   Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

        c.   SLA Restrictions

- The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet Service. The customer network design requirements are as follows:

- A customer must subscribe to the Metro Ethernet Virtual Service with CNM - Metro Ethernet Reporting to receive credits for missed Service Level Commitments.

- Credits are not provided for partial month service.

- A customer's account must be current to receive a credit.

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control include, but are not limited to, the following:

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service,

- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,

- the customer's premises equipment, and

- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for BellSouth-owned and operated equipment located on the customer's premise.

The customer must request a credit within one calendar month of the Company missing a BellSouth Metro Ethernet Service Level Commitment. A customer request for a Network Service Level SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the observed measurement of the specific SLA that was missed. A customer request for a Repair SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the trouble ticket number of the repair request.   The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

B.   Basis of Offering (Cont'd)

7.   Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

d.   SLA Credits for CNM - Metro Ethernet Reporting

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (3) following). A maximum of one credit will be applied monthly per Connection for an SLA not met for any CoS that is supported by the customer's CoS profile (i.e., a maximum of one credit is applicable for an SLA even if missed for multiple CoS).

BellSouth Metro Ethernet Service Time-To-Repair

0 to 4 hours per incident – No Credit

Over 4 hours to 24 hours per incident – Credit 3 days MRC

Each additional 24-hour period, per incident – Credit additional 3 days MRC

BellSouth Metro Ethernet Service Network Availability – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Latency – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Jitter – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Packet Delivery – Credit 3 days MRC

The SLA credit amount will be determined by applying the credits outlined above to the rate elements or total billed revenues specified following. Credits for all SLAs for a calendar month cannot exceed the MRC for the BellSouth Metro Ethernet Service components. Credits are not provided for partial month service.

(1)   BellSouth Metro Ethernet Service Time-To-Repair Credit - The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections.

(2)   BellSouth Metro Ethernet Service Network Availability Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the availability commitment. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections.

(3)   BellSouth Metro Ethernet Service Network Latency Credit – The credit will apply for each Metro Ethernet Service Connection that does not meet the latency commitment for any eligible CoS. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Latency SLA

(4)   BellSouth Metro Ethernet Service Network Jitter Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the jitter commitment for any eligible CoS. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Jitter SLA.

(5)   BellSouth Metro Ethernet Service Network Packet Delivery Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the packet delivery commitment for any eligible CoS. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Packet Delivery SLA.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd) (T)

B. Basis of Offering (Cont'd)

8. SLA Credits for Core Trunk Automatic Failover

a. For service outages greater than 30 seconds within a BellSouth Metro Ethernet core network associated with a metropolitan area in which core trunk protection has been deployed, and where the customer has subscribed to the Core Trunk Automatic Failover optional feature for Basic, Premium or Virtual BellSouth Metro Ethernet Arrangements, a service outage credit equal to 50% of the monthly recurring charge for a Metro Ethernet Connection associated with the Core Trunk Automatic Failover optional feature shall apply. Only one such credit shall apply per bill period. This credit is independent from any other BellSouth Metro Ethernet Service SLA credit, i.e., the other BellSouth Metro Ethernet Service Network SLA credits are based on the parameters for the respective SLA(s) and do not relate nor apply in combination with the Core Trunk Automatic Failover SLA credit.

b. SLA Restrictions

The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet Service. The customer network design requirements are as follows:

- Credits are not provided for partial month service.

- A customer's account must be current to receive a credit.

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control include, but are not limited to, the following:

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service,

- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,

- the customer's premises equipment, and

- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for BellSouth-owned and operated equipment located on the customer's premise.

The customer must request a credit within one calendar month of the Company missing a BellSouth Metro Ethernet Service Level Commitment. A customer request for a Network Service Level SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the observed measurement of the specific SLA that was missed. A customer request for a Repair SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the trouble ticket number of the repair request. The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

C. Provision of Service

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

        a. Basic BellSouth Metro Ethernet Service Connection

        b. Premium BellSouth Metro Ethernet Service Connection

        c. Virtual BellSouth Metro Ethernet Service Connection   (T)

        d. BellSouth Metro Ethernet Service Additional Mileage Charges   (T)

        e. Priority Plus   (T)

        f. Q-Forwarding   (T)

        g. VLAN Aggregation   (T)

        h. CNM - Metro Ethernet Reporting   (T)

        i. Class of Service (CoS) Profile   (T)

        j. Automatic Protection Switching (APS)   (T)

        k. Service Reconfiguration   (T)

        l. System Reconfiguration   (T)

    2. All service connection charges for BellSouth Metro Ethernet Service are included in the respective nonrecurring charges specified herein.

    3. BellSouth Metro Ethernet Service Connections are provided utilizing various Ethernet equipment configurations referred to herein as "physical service types". The physical service type of each BellSouth Metro Ethernet Connection is provided in the chart in A40.13.2.C.4.   (T)

        A hierarchy of the various BellSouth Metro Ethernet Service Connections by capability (i.e., basic, premium or virtual) and speed is provided in the chart in A40.13.2.C.4. This chart provides a higher order of service ranking that is utilized to determine the appropriate nonrecurring charge for reconfiguration requests.   (T)

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

   C.   Provision of Service (Cont'd)

      4.   The following informational chart provides the physical service type of each BellSouth Metro Ethernet Connection and provides the other BellSouth Metro Ethernet Connections which are considered to be a higher order of service (i.e., the BellSouth Metro Ethernet Service hierarchy).

Metro Ethernet Connection (Mbps):	Physical Service Type:	Higher Order of Service (Mbps):
- Basic 2	Basic 0	Basic 4,8,10,100,1000; Premium[1] 2, 4, 8,10,20,50,100,250,500,1000; Virtual 2,4,8,10,20,50,80,100,200,300,450,600,750,900,1000
- Basic 4	Basic 0	Basic 8,10,100,1000; Premium[1] 4, 8,10,20,50,100,250,500,1000; Virtual 4,8,10,20,50,80,100,200,300,450,600,750,900,1000
- Basic 8	Basic 0	Basic 10,100,1000; Premium[1] 8,10,20,50,100,250,500,1000; Virtual 8,10,20,50,80,100,200,300,450,600,750,900,1000
- Basic 10	Basic I	Basic 100,1000; Premium[1] 10,20,50,100,250,500,1000; Virtual 10,20,50,80,100,200,300,450,600,750,900,1000
- Basic 100	Basic II	Basic 1000; Premium[1] 100,250,500,1000; Virtual 80,100,200,300,450,600,750,900,1000
- Basic 1000	Basic III	Premium[1] 500,1000; Virtual 450,600,750,900,1000
- Premium 2	Premium 0	Basic 100,1000; Premium[1] 4,8,10,20,50,100,250,500,1000; Virtual 2,4,8,10,20,50,80,100,200,300,450,600,750,900,1000
- Premium 4	Premium 0	Basic 100,1000; Premium[1] 8,10,20,50,100,250,500,1000; Virtual 4,8,10,20,50,80,100,200,300,450,600,750,900,1000
- Premium 8	Premium 0	Basic 100,1000; Premium[1] 10,20,50,100,250,500,1000; Virtual 8,10,20,50,80,100,200,300,450,600,750,900,1000
- Premium[1] 10	Premium I	Basic 1000; Premium[1] 20,50,100,250,500,1000; Virtual 10,20,50,80,100,200,300,450,600,750,900,1000
- Premium[1] 20	Premium I	Basic 1000; Premium[1] 50,100, 250,500,1000; Virtual 20,50,80,100,200,300,450,600,750,900,1000
- Premium[1] 50	Premium I	Premium[1] 100,250,500,1000; Virtual 50,80,100,200,300,450,600,750,900,1000
- Premium[1] 100	Premium II	Premium[1] 250,500,1000; Virtual 100,200,300,450,600,750,900,1000
- Premium[1] 250	Premium II	Premium[1] 500,1000; Virtual 300,450,600,750,900,1000
- Premium[1] 500	Premium II	Virtual 450,600,750,900,1000
- Premium[1] 1000	Premium II	Virtual 1000
- Virtual 2	Virtual 0	Basic 100,1000; Premium[1] 10,20,50,100,250,500,1000; Virtual 4,8,10,20,50,80,100,200,300,450,600,750,900,1000
- Virtual 4	Virtual 0	Basic 100,1000; Premium[1] 10,20,50,100,250,500,1000; Virtual 8,10,20,50,80,100,200,300,450,600,750,900,1000
- Virtual 8	Virtual 0	Basic 100,1000; Premium[1] 10,20,50,100,250,500,1000; Virtual 10,20,50,80,100,200,300,450,600,750,900,1000
- Virtual 10	Virtual I	Basic 1000; Premium[1] 20,50,100,250,500, 1000; Virtual 20,50,80,100,200,300,450,600,750,900,1000
- Virtual 20	Virtual I	Basic 1000; Premium[1] 50,100,250,500, 1000; Virtual 50,80,100,200,300,450,600,750,900,1000
- Virtual 50	Virtual I	Basic 1000; Premium[1] 100,250,500, 1000; Virtual 80,100,200,300,450,600,750,900,1000
- Virtual 80	Virtual I	Basic 1000; Premium[1] 100,250,500, 1000; Virtual 100,200,300,450,600,750,900,1000
- Virtual 100	Virtual II	Premium[1] 250,500, 1000; Virtual 200,300,450,600,750,900,1000
- Virtual 200	Virtual II	Premium[1] 500, 1000; Virtual 300,450,600,750,900,1000
- Virtual 300	Virtual II	Premium[1] 500, 1000; Virtual 450,600,750,900,1000
- Virtual 450	Virtual II	Virtual 600,750,900,1000
- Virtual 600	Virtual II	Virtual 750,900,1000
- Virtual 750	Virtual II	Virtual 900,1000
- Virtual 900	Virtual II	None offered at this time
- Virtual 1000	Virtual II	None offered at this time

   Note in the above chart that Basic 1 Gbps services are referred to as Basic 1000 Mbps.

         Note 1:   Fixed Mode or Burst Mode except Premium 1000 Mbps is only available as Fixed Mode.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* **(Cont'd)**   (T)

C.   Provision of Service (Cont'd)

5.   Requests by a customer to change from one BellSouth Metro Ethernet Service arrangement to another BellSouth Metro Ethernet Service arrangement will be considered as reconfiguration change requests. Such reconfiguration changes are not treated as disconnects and do not change minimum period requirements. These requests must be for the same customer at the same location, and the service orders to accomplish the reconfiguration change requested must be related together and have no lapse in service.

   a.   A customer request to change an existing BellSouth Metro Ethernet Service arrangement to a new arrangement that is a different physical service type (per the hierarchy chart) is considered a system reconfiguration request.

   If the new arrangement requested is a lower order of service, the System Reconfiguration Charge shall apply.

   If the new arrangement requested is a higher order of service, nonrecurring charges shall not apply (i.e., the System Reconfiguration Charge is not applicable).

   b.   A customer request to change an existing BellSouth Metro Ethernet Service arrangement to a new arrangement that is the same physical service type (per the hierarchy chart) is considered a service reconfiguration request.

   If the new arrangement requested is a lower order of service, the Service Reconfiguration Charge shall apply.

   If the new arrangement requested is a higher order of service, nonrecurring charges shall not apply (i.e., the Service Reconfiguration Charge is not applicable).

6.   A request to modify an existing BellSouth Metro Ethernet Connection as set forth following does not change the order of service or physical service type from the existing connection. Such a change is not treated as a disconnect, and there will be no change in the minimum period requirements.

   a.   A Premium BellSouth Metro Ethernet Connection-Fixed Mode and Premium BellSouth Metro Ethernet Connection-Burst Mode of the same speed are considered to be the same order of service and same physical service type. A Service Reconfiguration Charge is applicable for a customer request to reconfigure a Premium BellSouth Metro Ethernet Connection from Fixed Mode to Burst Mode (at the same speed), or vice versa; this nonrecurring charge is in lieu of the nonrecurring charge for the new connection.

   b.   A request to modify the CoS Profile on an existing Virtual BellSouth Metro Ethernet Connection is not considered as a request to change the order of service or physical service type. A Service Reconfiguration Charge is applicable for such a request.

7.   Customers cannot mix BellSouth Metro Ethernet Service and Native Mode LAN Interconnection (NMLI) Services from A40.3 preceding on the same Metro Ethernet Customer Network.

8.   A System Reconfiguration Charge is applicable for a customer request to change the premises powering option (AC power to DC power, or vice versa) or NCTE signaling interface option (optical to electrical, or vice versa) on an existing BellSouth Metro Ethernet Connection. Such a change is not treated as a disconnect and there will be no change in the minimum period requirements.

9.   Customers who subscribe to CNM **-** Metro Ethernet Reporting must monitor their entire BellSouth Metro Ethernet Network.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

   C.   Provision of Service (Cont'd)

   10. Automatic Protection Switching (APS) is an optional feature available, except as specified otherwise herein, to a customer with a Basic, Premium or Virtual BellSouth Metro Ethernet Service Connection of 10 Mbps or higher[1]. The APS feature provides customers with the option of having data channel survivability through the use of a secondary transport path that is diverse from the path provided with their primary Metro Ethernet Connection. This secondary transport path (i.e., data channel) is provided for a specific Metro Ethernet Connection (i.e., the primary) with the selection of the APS feature which then provides the customer with complete path protection.

   With APS, the primary Metro Ethernet Connection's data channel is monitored for threshold violations or path failures with a fail-over to the secondary data channel path provided via the APS feature. The APS data channel is checked periodically to ensure its availability if a failure of the primary Metro Ethernet Connection's data channel occurs.

   APS may be ordered as a structurally diverse transport path (Structural Protection) or a route diverse transport path (Route Protection).

   Structural Protection APS is defined as the APS facility and the primary Metro Ethernet Connection facility being in separate sheaths in separate structures located along the same route (e.g., underground/underground, buried/underground, aerial/underground, aerial/buried, buried/buried, and aerial/aerial), or along different routes at the Telephone Company's discretion.

   Route Protection APS is defined as the APS facility being in a separate sheath within alternate underground, aerial or direct buried structures that are run along separate physical paths from the facilities associated with the primary Metro Ethernet Connection. No precise distance separation is specified between the paths; although the separation is sufficient to preclude one disruptive event from affecting both routes.

   The APS feature is billed based upon the actual total route miles in a customer's specific Structural Protection APS or Route Protection APS design as determined by the Telephone Company. The term "route miles" is defined for this application to be the actual physical distance or length (not airline mileage), rounded up to the next whole mile, of the unique APS facility designed for each individual customer premises. Total route miles are measured between the customer premises and its serving wire center, plus route miles between the serving wire center and any intermittent wire centers in the path designed to reach the BellSouth Metro Ethernet wire center associated with the primary Metro Ethernet Connection (i.e., the wire center where the BellSouth Metro Ethernet switching equipment is located). For situations where a BellSouth Metro Ethernet customer utilizes SMARTRing service, or BellSouth Wavelength Dedicated Ring service as an alternate means of transport, the route miles between the central office node location and the BellSouth Metro Ethernet Connection wire center for these services shall be included as a part of the total "route miles" described above.

   The APS rate element provides the alternate data channel transport and APS equipment in the BellSouth Metro Ethernet Service wire center associated with the primary Metro Ethernet Connection. Actual total route mileage for the customer's APS design is determined from a Service Inquiry. The route mileage determined from this Telephone Company Service Inquiry is used for billing purposes and is the sole determinant of such mileage (i.e., not subject to dispute).

   Note 1:   Automatic Protection Switching (APS) is not available for a 2 Mbps, 4 Mbps or 8 Mbps Basic, Premium or Virtual Connection.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* **(Cont'd)**   (T)

   C.   Provision of Service (Cont'd)

       11. Basic, Premium and Virtual BellSouth Metro Ethernet Service Connections of 10 Mbps or higher may alternatively be provided to a customer premises over the customer's LightGate service or SMARTRing service.

           The customer is required to purchase the appropriate LightGate service or SMARTRing service BellSouth Metro Ethernet Backbone interfaces that are a bandwidth equal to the bandwidth of the BellSouth Metro Ethernet Service backbone transport that is standard for the specific type and speed of BellSouth Metro Ethernet Service Connection serving that customer premises. (A chart is provided herein which sets forth the backbone bandwidth of each type and speed of BellSouth Metro Ethernet Service Connection.) Standard BellSouth Metro Ethernet Service features are available on such alternative arrangements, with the exception that Automatic Protection Switching is not available.

           For such applications using LightGate service or SMARTRing service as alternate transport, the BellSouth Metro Ethernet Service Connection will provide data channel transport to connect the termination of the LightGate service or SMARTRing service at the central office node, to the BellSouth Metro Ethernet Service wire center associated with the BellSouth Metro Ethernet Service Connection (i.e., the central office of the Metro Ethernet Service switch).

           When the LightGate service or SMARTRing service central office node is located greater than 10 miles from the BellSouth Metro Ethernet Service wire center, BellSouth Metro Ethernet Service Additional Mileage charges will also be applicable.

           Metro Ethernet connections to SMARTRing can be either point-to-point or they can connect to Basic Shared Ethernet LAN service via Metro Ethernet Access Links.

           For BellSouth Metro Ethernet Service Connections utilizing the customer's LightGate service or SMARTRing service as alternate transport, the committed bandwidth for select speeds will be as shown in BellSouth Technical Reference TR-73632.

Point-to-Point Metro Ethernet Connection to SMARTRing Service	
Metro Ethernet Connection	**Metro Ethernet Backbone Bandwidth**
Basic 10 Mbps	100 Mbps (1 STS-1)
Basic 100 Mbps	100 Mbps (3 STS-1)
Basic 1000 Mbps	1000 Mbps
Premium 10, 20, 50 Mbps (Fixed)	100 Mbps (1 STS-1)
Premium 10, 20, 50 Mbps (Burst)	100 Mbps (3 STS-1)
Premium 100 Mbps (Fixed)	Fractional 1000 Mbps at 150 Mbps
Premium 250 Mbps (Fixed)	Fractional 1000 Mbps at 300 Mbps
Premium 500 Mbps (Fixed)	Fractional 1000 Mbps at 600 Mbps
Premium 100, 250, 500 Mbps (Burst)	1000 Mbps
Virtual 10, 20, 50 Mbps	100 Mbps (1 STS-1)
Virtual 80 Mbps	100 Mbps (3 STS-1)
Virtual 100 Mbps	Fractional 1000 Mbps at 150 Mbps
Virtual 200, 300 Mbps	Fractional 1000 Mbps at 300 Mbps
Virtual 450 Mbps	Fractional 1000 Mbps at 450 Mbps
Virtual 600 Mbps	Fractional 1000 Mbps at 600 Mbps
Virtual 750, 900 Mbps	1000 Mbps

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

C. Provision of Service (Cont'd)

12. As of June 15, 2009, Metro Ethernet customers will be able to use SMARTRing as a transport facility and connect to the Basic Shared Ethernet LAN service Virtual Packet Ring (VPR) via Metro Ethernet Access Links. The Virtual Packet ring creates a dedicated allotment of synchronous transmission signals (STS1's) on the SMARTRing that are connected via the Metro Ethernet Access Links. This combination of VPR and Access Links with the Metro Ethernet circuit will create a multi-point circuit on the SMARTRing. All Metro Ethernet transmissions will be broadcast to all Metro Ethernet Access Links associated with the specific VPR. Metro Ethernet Access Links are considered Layer 1 ports on the SMARTRing and do not interact with Layer 2 information transmitted by the Metro Ethernet switch, specifically Class of Service, priority or 802.1q. This Metro Ethernet Layer 2 information will pass through the Metro Ethernet Access Links to the customer equipment.

The connection at the Central Office between Metro Ethernet and SMARTRing is Optical. The mixing of Access Link traffic and Metro Ethernet Access Link traffic on the same VPR is not supported. When the customer requests conversion of Access Links to Metro Ethernet Access Links, an out of service condition will occur until the conversion is complete, and the service will not be available for use during this time.

Reconfiguration associated with Customer Network Management will not be allowed on Metro Ethernet Access Links.

Additional rules for connecting Metro Ethernet to SMARTRing service are stated in B7.7.7.

Metro Ethernet connections to SMARTRing Metro Ethernet Access Links are limited to the following connections and speeds:

Metro Ethernet Connection	SMARTRing Metro Ethernet Access Link Fractional 1000 Mbps at – Central Office	SMARTRing Metro Ethernet Access Link Fractional 1000 Mbps at – Customer Premises
Basic 1000 Mbps	1000 Mbps	1000 Mbps
Premium 100 Mbps Optical (Fixed)	150 Mbps	150 Mbps
Premium 250 Mbps (Fixed)	300 Mbps	300 Mbps
Premium 500 Mbps (Fixed)	600 Mbps	600 Mbps
Premium 100, 250, 500, 900 Mbps (Burst)	1000 Mbps	1000 Mbps
Premium 900 Mbps, 1000 Mbps	1000 Mbps	1000 Mbps
Virtual Ethernet Service 100 Mbps	150 Mbps	150 Mbps
Virtual Ethernet Service 200 Mbps	300 Mbps	300 Mbps
Virtual Ethernet Service 300 Mbps	300 Mbps	300 Mbps
Virtual Ethernet Service 450 Mbps	450 Mbps	450 Mbps
Virtual Ethernet Service 600 Mbps	600 Mbps	600 Mbps
Virtual Ethernet Service 750, 900, 1000 Mbps	1000 Mbps	1000 Mbps

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

  C.   Provision of Service (Cont'd)

    13.   Basic, Premium and Virtual BellSouth Metro Ethernet Service Connections of 100 Mbps and 1000 Mbps may alternatively be provided to a customer premises over a customer's BellSouth Wavelength service Dedicated Ring Arrangement.

        The customer is required to purchase the appropriate BellSouth Wavelength service Dedicated Ring Arrangement Wavelength Channel for the specific type and speed of BellSouth Metro Ethernet Service Connection serving that customer premises. (A chart is provided herein which sets forth the Wavelength Channel associated with the 100 Mbps and 1000 Mbps BellSouth Metro Ethernet Service Connection.)

        For such applications using BellSouth Wavelength service as alternate transport, the BellSouth Metro Ethernet Service Connection will provide data channel transport from the BellSouth Metro Ethernet Service wire center associated with the BellSouth Metro Ethernet Service Connection (i.e., the central office of the Metro Ethernet Service switch) to the central office Node Location of the customer's BellSouth Wavelength service Dedicated Ring Arrangement.

        When the central office Node Location of the customer's BellSouth Wavelength service Dedicated Ring Arrangement is located greater than 10 miles from the BellSouth Metro Ethernet Service wire center, BellSouth Metro Ethernet Service Additional Mileage charges will also be applicable.

Metro Ethernet Connection	Wavelength Dedicated Ring Arrangement Wavelength Channel
Basic 100 Mbps	Fast Ethernet at 100 Mbps
Basic 1000 Mbps	Gigabit Ethernet at 1 Gbps
Premium 10 Mbps, 20 Mbps and 50 Mbps (fixed and burst)	Fast Ethernet at 100 Mbps
Premium 100 Mbps (fixed) (provisioned via a physical 100 Mbps port)	Fast Ethernet at 100 Mbps
Premium 100 Mbps (fixed) (provisioned via a physical 1000 Mbps port)	Gigabit Ethernet at 1 Gbps
Premium 100 Mbps (burst)	Gigabit Ethernet at 1 Gbps
Premium 250 Mbps and 500 Mbps (fixed and burst)	Gigabit Ethernet at 1 Gbps
Premium 1000 Mbps (fixed)	Gigabit Ethernet at 1 Gbps
Virtual 10 Mbps, 20 Mbps, 50 Mbps and 80 Mbps	Fast Ethernet at 100 Mbps
Virtual 100 Mbps (provisioned via a physical 100 Mbps port)	Fast Ethernet at 100 Mbps
Virtual 100 Mbps (provisioned via a physical 1000 Mbps port)	Gigabit Ethernet at 1 Gbps
Virtual 200 Mbps, 300 Mbps, 450 Mbps, 600 Mbps 750 Mbps, 900 Mbps and 1000 Mbps	Gigabit Ethernet at 1 Gbps

    14.   In some cases, the Company and an Independent Telephone Company (ICO) may agree to jointly provide a customer Metro Ethernet Service. The rates and charges for the BellSouth Metro Ethernet Service Connection are applicable for such connectivity; charges for BellSouth Metro Ethernet Additional Mileage are also applicable when the mileage from the BellSouth/ICO meet-point to the BellSouth Metro Ethernet wire center associated with the service is over 10 miles. The Company is only responsible for the ordering, provisioning, maintaining and billing of such service up to the meet-point (i.e., demarcation point with the ICO). BellSouth Metro Ethernet Service SLA credits shall only be applicable for the portion of the service provided within the territory of the Company; such credits are appropriate only for missed commitments determined to be the fault of the Company.   (T)

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd) (T)

C. Provision of Service (Cont'd)

15. Core Trunk Automatic Failover (CTAF) is an optional feature that is available, where facilities exist for Basic, Premium and Virtual BellSouth Metro Ethernet Arrangements. The CTAF feature provides customers with the option of having an Automatic Failover SLA on the data channel survivability between Bellsouth Metro Ethernet wire centers within a BellSouth Metro Ethernet core network area through the use of a secondary transport path.

If a Metro Ethernet Connection talks to only one other Metro Ethernet Connection (a Point-to-Point network configuration), the CTAF feature is billed based upon the actual total airline miles in a customer's specific CTAF design, as determined by the Company. The term "airline miles" is defined for this application to be the airline distance or length rounded up to the next whole mile, of the unique CTAF facility designed for each individual customer's service configuration. Total airline miles are measured between the BellSouth Metro Ethernet core network wire centers associated with the customer's service.

If a Metro Ethernet Connection talks to more than one other Metro Ethernet Connection (such as a Point-to-Multipoint or Multipoint-to-Multipoint network configuration), the CTAF feature is billed once on the Metro Ethernet Connection at the 'greater than 25 through 35 airline miles' rate basis.

A40. FAST PACKET TRANSPORT SERVICES
A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

D.   Contract Plans

     1.   Contract plans are available under conditions specified in the Fast Packet Services Payment Plan in A40.10, with contract periods described as follows:

         a.   Term Payment Plan A - payment periods may be selected from twelve (12) to thirty-six (36) months.

         b.   Term Payment Plan B - payment periods may be selected from thirty-seven (37) to sixty (60) months.[2]

     2.   Termination Liability Charge will not be applicable for customer requests to change from a Shared Native Mode LAN Interconnection (NMLI) service to a higher bandwidth Premium BellSouth Metro Ethernet Service arrangement. The length of the commitment associated with the new service must be equal to or greater than the time remaining in the customer's existing service arrangement commitment.

     3.   The auto renewal clause described under the Fast Packet Services Payment Plan in A40.10.6.A.4 is not applicable to BellSouth Metro Ethernet Service.

E.   Moves

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

         a.   The point of interface at the customer premises.

         b.   The customer's premises.

     2.   The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

         a.   Moves Within the Same Building

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

         b.   To a Different Building

         Moves to a different building, other than addressed in 3.following, will be treated as a disconnect at the existing location and all associated nonrecurring charges will apply at the new location. The customer will remain responsible for satisfying the remainder of the existing contract.[1]

     3.   Moves of Service under Fast Packet SPP

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

         Note 1:   Such moves of Metro Ethernet Service with Automatic Protection Switching (APS) shall additionally incur the full nonrecurring charge for establishing the APS feature at the new premises (as a new APS design will be required). The APS monthly recurring charge may change as appropriate based upon the actual route mileage associated with the new premises' APS design.

         Note 2:   Effective November 15, 2013, customers may not establish new term plans greater than 36 months for BellSouth Metro Ethernet Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 *Terms and Conditions* (Cont'd)   (T)

F.   Migration to AT&T Switched Ethernet Service

If the customer migrates from BellSouth Metro Ethernet Service to AT&T Switched Ethernet Service, the customer may do so without incurring Termination Charges, given all of the following conditions are met:

1. The customer must issue a disconnect order for their existing BellSouth Metro Ethernet service and place a service order for AT&T Switched Ethernet Service. If over-lapping service is required, billing will apply.

2. Standard nonrecurring charges to install AT&T Switched Ethernet Service, if applicable, will apply.

3. The term of the new contract must be equal to or greater than the remaining time left on the existing BellSouth Metro Ethernet contract AND the Monthly Recurring Charge of the new AT&T Switched Ethernet Service must be equal to or greater than the Monthly Recurring Charge of the BellSouth Metro Ethernet Service being replaced.

4. The new AT&T Switched Ethernet Service and the BellSouth Metro Ethernet service must be billed to the same customer of record at the same location(s).

5. The customer's existing BellSouth Metro Ethernet service must have been in service at least 12 months.

6. Migration is contingent on availability of fiber and equipment to serve the location being migrated. Other Special Construction charges, as necessary, may apply.

7. If Special Construction charges were applicable to the existing BellSouth Metro Ethernet service being replaced, and those charges were not already paid, they must be carried forward to the new AT&T Switched Ethernet Service contract.