

TARIFF DISTRIBUTION

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A40. FAST PACKET TRANSPORT SERVICES

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(M)

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

A40.9.4 Cancellation Charges (Cont'd)

B. (Cont'd)

4. (Cont'd)

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

e. Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER:	SID	LAM	EIRD	RID	DVA	WOT	FCD	PTD	DD
	BEFORE:	LAM	EIRD	RID	DVA	WOT	FCD	PTD	DD	DD
<u>Frame Relay Service¹:</u>										
-56 Kbps or 64 Kbps		64.5	64.5	67.7	67.7	74.2	83.5	91.1	98.2	100.0
-Any Fractional T1		58.8	58.8	63.8	63.8	69.5	86.0	92.6	98.9	100.0
-Any Subrate T1 or 1.536 Mbps		64.7	64.7	69.0	69.0	75.6	83.4	91.0	98.2	100.0
-Any Subrate T3 or 44.210 Mbps		60.5	60.5	63.7	63.7	68.6	87.7	93.4	98.7	100.0
<u>Broadband Line Services:</u>										
-56 Kbps, 64 Kbps or 128 Kbps		28.7	28.9	28.9	28.9	28.9	28.9	28.9	100.0	100.0
-1.536 Mbps		26.4	29.6	29.6	29.6	29.6	29.6	29.6	100.0	100.0
-44.210 Mbps, 149.760 Mbps or 599.040 Mbps		36.8	36.8	36.8	36.8	36.8	36.8	36.8	100.0	100.0
<u>BellSouth Metro Ethernet Service:²</u>										
-Any Connection		44.3	44.3	49.3	49.3	59.5	81.4	89.8	100.0	100.0

(C)

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

D. If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the service order without incurring cancellation charges.

Note 1: Effective September 19, 2011, Frame Relay Service is Obsolete (See Section A140).

Note 2: Effective June 30, 2021, BellSouth Metro Ethernet Service is Obsolete (See Section A140).

(N)

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan

A40.10.1 General

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

A40.10.2 Application of Rates and Charges

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

A40.10.3 Additions

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

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

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

A40. FAST PACKET TRANSPORT SERVICES

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

A40.10.10 Moves of Service(s) Under Fast Packet SPP

- A. Termination Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:
1. The original and new premises locations must be in Company territory within the same state.
 2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
 3. No lapse in billing will occur for moves of service under Fast Packet SPP.
 4. Orders to disconnect the existing service and re-establish it at the new location must be related.
 5. Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Charges.
 6. Any additions made at the new location will be treated as coterminous additions in accordance with A40.10.3 preceding.
 7. All terms, conditions and charges for changes made to the service coincident to that move shall apply.
 8. All appropriate nonrecurring charges for moves of service as specified in this Guidebook will apply.
 9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific guidebook section) or equals/exceed the remaining contract period, whichever is greater.

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

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

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

(O)

A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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

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

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A40. FAST PACKET TRANSPORT SERVICES

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

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A140. OBSOLETE SERVICE OFFERING - FAST PACKET TRANSPORT SERVICES

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A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 *BellSouth Metro Ethernet Service* (T)

(Obsoluted 6-30-2021, Type 4; BellSouth Metro Ethernet Service will no longer be available for purchase by new or existing customers. In addition, requests to move, add, change, or renew existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable Month-to-Month rates until the service is discontinued. The Company currently plans to discontinue this service on or after June 30, 2023.) (N)

A140.13.1 **General** (T)(O)

- A. BellSouth Metro Ethernet Service is a high-speed packet transport that is based on Ethernet transmission parameters. (O)
- 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. (O)
- 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: (O)
 - American National Standards Institute (O)
 - 11 West 42nd Street (O)
 - New York, New York 10036 (O)
- D. Technical Reference TR-73632 - Metro Ethernet Interface Specifications may be ordered from: (O)
 - Documentation Service Center (O)
 - 3535 Colonnade Parkway – NW5B (O)
 - Birmingham, AL 35243 (O)

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. (O)
- E. BellSouth Metro Ethernet Service, as provided under the provisions of this section, is offered for intraLATA use only. (O)
- F. The terms, conditions and rates specified herein are in addition to the applicable terms, conditions and rates specified in other sections of this and other Guidebooks of the Company. (O)
- 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. (O)
- H. For BellSouth Metro Ethernet Service, the Due Date Change Charge, Expedite Request Charge and Cancellation Charge, as defined in A40.9, are applicable. (O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions

(T)(O)

A. Explanation of Terms

(O)

1. Metro Ethernet

(O)

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.

(O)

2. Local Area Network (LAN)

(O)

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.

(O)

3. Virtual Local Area Network (VLAN)

(O)

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.

(O)

4. Basic BellSouth Metro Ethernet Service Connection

(O)

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.

(O)

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.

(O)

A Basic BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises¹ 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 locations¹ greater than 10 miles from the BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges.

(O)

5. Premium BellSouth Metro Ethernet Service Connection

(O)

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.

(O)

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.

(O)

Premium BellSouth Metro Ethernet Service Connections are available with "Fixed" and "Burst" capabilities². 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.

(O)

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.

(O)

Premium BellSouth Metro Ethernet Service Connection provides data channel transport that connects a customer premises¹ 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 locations¹ greater than 10 miles from the BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges.

(O)

Note 1: And as alternatively set forth in *A140.13.2.C.11*.

(M)

(T)(O)

Note 2: Premium Connections at 2 Mbps, 4 Mbps and 8 Mbps are not available with "Burst" capability.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

A. Explanation of Terms (Cont'd)

(O)

6. Virtual BellSouth Metro Ethernet Service Connection

(O)

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.

(O)

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.

(O)

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.

(O)

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.

(O)

A Virtual BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises¹ 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 locations¹ greater than 10 miles from the Virtual BellSouth Metro Ethernet Service wire center also require BellSouth Metro Ethernet Service Additional Mileage charges.

(O)

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

(O)

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.

(O)

8. BellSouth Metro Ethernet Service Additional Mileage Charges

(O)

Additional mileage charges associated with a BellSouth Metro Ethernet Service Connection apply when the total distance from the customer premises¹ to the BellSouth Metro Ethernet Service wire center associated with the service serving the customer's premises¹ 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.

(O)

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.

(O)

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

(O)

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.

(O)

Note 1: And as alternatively set forth in *A140.13.2.C.11*.

(T)(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

A. Explanation of Terms (Cont'd)

(O)

10. Metro Ethernet Customer Network

(O)

A Metro Ethernet Customer Network is defined as the set of interconnected Metro Ethernet connections assigned to the same VLAN within the Company's 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.

(O)

11. Priority Plus

(O)

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.

(O)

12. Q-Forwarding

(O)

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.

(O)

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.

(O)

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.

(O)

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.

(O)

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.

(O)

13. VLAN Aggregation

(O)

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.

(O)

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.

(O)

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.

(O)

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.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

A. Explanation of Terms (Cont'd)

(O)

14. Class of Service (CoS) Profile

(O)

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.

(O)

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.

(O)

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.

(O)

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:

(O)

- Real-Time¹: 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.
- Interactive¹: 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).

(O)

(O)

(O)

(O)

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

(O)

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.

(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

A. Explanation of Terms (Cont'd)

(O)

15. Reconfiguration Changes

(O)

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.

(O)

A Service Reconfiguration Charge is applicable as set forth herein this guidebook for requests where the work required is a minor change that does not involve changing the physical service type¹. The Service Reconfiguration Charge is applicable as set forth in *A140.13.2.C.5.b* for a request to change an existing connection to a different connection that is the same physical service type¹ that is a lower order of service per the BellSouth Metro Ethernet hierarchy set forth in *A140.13.2.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.

(T)(O)

A System Reconfiguration Charge is applicable as set forth herein this guidebook for requests where the work required involves changing to a different physical service type¹ or involves major support system changes. The System Reconfiguration Charge is applicable as set forth in *A140.13.2.C.5.a* for requests to change an existing connection to a different connection that is a different physical service type¹ that is a lower order of service per the BellSouth Metro Ethernet hierarchy set forth in *A140.13.2.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).

(T)(O)

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

(O)

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.

(O)

17. CNM - Metro Ethernet Reporting Service Establishment Charge

(O)

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 Company jurisdiction may re-use that customer account.

(O)

18. CNM - Metro Ethernet Reporting Web Interface Charge

(O)

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.

(O)

19. Metro Ethernet Security Card Charge

(O)

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.

(O)

20. Automatic Protection Switching (APS)

(O)

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.

(O)

Note 1: The physical service type/speed of each Metro Ethernet Connection is provided in *A140.13.2.C.4*.

(T)(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

A. Explanation of Terms (Cont'd)

(O)

21. Service Level Agreements (SLAs)

(O)

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 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 **A140.13.2.B.6** for Premium Connections and in Section **A140.13.2.B.7** for Virtual Connections.

(T)(O)

22. Core Trunk Automatic Failover

(O)

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.

(O)

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

(O)

B. Basis of Offering

(O)

1. Suspension of service is not allowed.

(O)

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

(O)

3. Obligations of customer and Company

(O)

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

(O)

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

(O)

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.

(O)

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

(O)

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

(O)

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 Saturday or Sunday morning. The Company upon written notice to the customer may adjust the maintenance window.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

6. Service Level Agreement for Premium BellSouth Metro Ethernet Service

(O)

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 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 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.

(O)

Repair

(O)

- BellSouth Metro Ethernet Service Time-to-Repair¹
- Repair commitments are measured on a per occurrence basis

(O)

(O)

Network Service Levels

(O)

- BellSouth Metro Ethernet Service Network Availability
- BellSouth Metro Ethernet Service Network Latency
- Network Service Level Commitments are monthly performance measurements

(O)

(O)

(O)

a. SLA Definitions:

(O)

BellSouth Metro Ethernet Service Time-To-Repair

(O)

- 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 Company's 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.

(O)

(O)

BellSouth Metro Ethernet Service Network Availability

(O)

- 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.

(O)

(O)

(O)

BellSouth Metro Ethernet Service Network Latency -

(O)

- 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.

(O)

(O)

(O)

(O)

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

(O)

- 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

(O)

(O)

(O)

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.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

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

(O)

c. SLA Restrictions

(O)

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

(O)

- A customer must subscribe to the Metro Ethernet Premium Service with CNM - Metro Ethernet Reporting to receive credits for missed Service Level Commitments. (O)
- Credits are not provided for partial month service. (O)
- A customer's account must be current to receive a credit. (O)

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:

(O)

- 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, (O)
- 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, (O)
- the customer's premises equipment, and (O)
- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for Company-owned and operated equipment located on the customer's premise. (O)

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 Company 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.

(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

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

(O)

d. SLA Credits for CNM - Metro Ethernet Reporting

(O)

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

(O)

BellSouth Metro Ethernet Service Time-To-Repair

(O)

0 to 4 hours per incident – No Credit

(O)

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

(O)

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

(O)

BellSouth Metro Ethernet Service Network Availability – Credit 3 days MRC

(O)

BellSouth Metro Ethernet Service Network Latency – Credit 3 days MRC

(O)

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.

(O)

(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.

(O)

(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.

(O)

(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

(O)

7. Service Level Agreement for Virtual BellSouth Metro Ethernet Service

(O)

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.

(O)

Repair

(O)

- BellSouth Metro Ethernet Service Time-to-Repair¹

(O)

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

(O)

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.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

7. Service Level Agreement for Virtual BellSouth Metro Ethernet Service

(O)

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.

(O)

Repair

(O)

- BellSouth Metro Ethernet Service Time-to-Repair¹
- Repair commitments are measured on a per occurrence basis for all CoS

(O)

(O)

Network Service Levels

(O)

- BellSouth Metro Ethernet Service Network Availability
- BellSouth Metro Ethernet Service Network Latency²
- BellSouth Metro Ethernet Service Network Jitter^{2,3}
- BellSouth Metro Ethernet Service Network Packet Delivery²
- Network Service Level Commitments are monthly performance measurements by CoS

(O)

(O)

(O)

(O)

(O)

a. SLA Definitions:

(O)

BellSouth Metro Ethernet Service Time-To-Repair

(O)

- 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 Company 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.

(O)

(O)

BellSouth Metro Ethernet Service Network Availability

(O)

- 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.

(O)

(O)

(O)

(O)

(O)

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.

(O)

Note 2: SLA not applicable for Best Effort CoS.

(O)

Note 3: SLA not applicable for Business Critical CoS.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

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

(O)

a. SLA Definitions: (Cont'd)

(O)

BellSouth Metro Ethernet Service Network Latency -

(O)

- 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. (O)
- 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. (O)

BellSouth Metro Ethernet Service Network Jitter -

(O)

- 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. (O)
- 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. (O)

BellSouth Metro Ethernet Service Network Packet Delivery -

(O)

- 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. (O)
- 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. (O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

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

(O)

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

(O)

- BellSouth Metro Ethernet Service Time-To-Repair : (O)
 - . Best Effort CoS: 4 hours or less (O)
 - . Business Critical CoS: 4 hours or less (O)
 - . Interactive CoS: 4 hours or less (O)
 - . Real-Time CoS: 4 hours or less (O)
- BellSouth Metro Ethernet Service Network Availability : (O)
 - . Best Effort CoS: 99.500% or greater (O)
 - . Business Critical CoS: 99.995% or greater (O)
 - . Interactive CoS: 99.995% or greater (O)
 - . Real-Time CoS: 99.995% or greater (O)
- BellSouth Metro Ethernet Service Network Latency (one-way) : (O)
 - . Best Effort CoS: Not Applicable (O)
 - . Business Critical CoS: 15 milliseconds or less (O)
 - . Interactive CoS: 5 milliseconds or less (O)
 - . Real-Time CoS: 5 milliseconds or less (O)
- BellSouth Metro Ethernet Service Network Jitter : (O)
 - . Best Effort CoS: Not Applicable (O)
 - . Business Critical CoS: Not Applicable (O)
 - . Interactive CoS: 1 millisecond or less (O)
 - . Real-Time CoS: 1 millisecond or less (O)
- BellSouth Metro Ethernet Service Network Packet Delivery : (O)
 - . Best Effort CoS: Not Applicable (O)
 - . Business Critical CoS: 99.900% or greater (O)
 - . Interactive CoS: 99.950% or greater (O)
 - . Real-Time CoS: 99.995% or greater (O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

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

(O)

c. SLA Restrictions

(O)

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

(O)

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

(O)

- Credits are not provided for partial month service.

(O)

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

(O)

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:

(O)

- 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,

(O)

- 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,

(O)

- the customer's premises equipment, and

(O)

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

(O)

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 Company 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.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd) (T)

A140.13.2 Terms and Conditions (Cont'd) (T)(O)

B. Basis of Offering (Cont'd) (O)

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

d. SLA Credits for CNM - Metro Ethernet Reporting (O)

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

BellSouth Metro Ethernet Service Time-To-Repair (O)

0 to 4 hours per incident – No Credit (O)

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

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

BellSouth Metro Ethernet Service Network Availability – Credit 3 days MRC (O)

BellSouth Metro Ethernet Service Network Latency – Credit 3 days MRC (O)

BellSouth Metro Ethernet Service Network Jitter – Credit 3 days MRC (O)

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

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. (O)

(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. (O)

(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. (O)

(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 (O)

(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. (O)

(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. (O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

B. Basis of Offering (Cont'd)

(O)

8. SLA Credits for Core Trunk Automatic Failover

(O)

- 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.

(O)

b. SLA Restrictions

(O)

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

(O)

- Credits are not provided for partial month service.

(O)

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

(O)

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:

(O)

- 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.

(O)

(O)

(O)

(O)

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 Company 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.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service

(O)

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

(O)

a. Basic BellSouth Metro Ethernet Service Connection

(O)

b. Premium BellSouth Metro Ethernet Service Connection

(O)

c. Virtual BellSouth Metro Ethernet Service Connection

(O)

d. BellSouth Metro Ethernet Service Additional Mileage Charges

(O)

e. Priority Plus

(O)

f. Q-Forwarding

(O)

g. VLAN Aggregation

(O)

h. CNM - Metro Ethernet Reporting

(O)

i. Class of Service (CoS) Profile

(O)

j. Automatic Protection Switching (APS)

(O)

k. Service Reconfiguration

(O)

l. System Reconfiguration

(O)

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

(O)

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 **A140.13.2.C.4**.

(T)(O)

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 **A140.13.2.C.4**. This chart provides a higher order of service ranking that is utilized to determine the appropriate nonrecurring charge for reconfiguration requests.

(T)(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

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).

(O)

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.

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

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. (O)
 - 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. (O)

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

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). (O)
 - 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. (O)

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

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). (O)
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. (O)
 - 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. (O)
 - 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. (O)
7. (DELETED) (O)
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. (O)
9. Customers who subscribe to CNM - Metro Ethernet Reporting must monitor their entire BellSouth Metro Ethernet Network. (O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

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.

(O)

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.

(O)

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

(O)

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 Company's discretion.

(O)

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.

(O)

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 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.

(O)

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 Company Service Inquiry is used for billing purposes and is the sole determinant of such mileage (i.e., not subject to dispute).

(O)

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

(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES
A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

- 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.

(O)

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.

(O)

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).

(O)

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.

(O)

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.

(O)

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.

(O)

Point-to-Point Metro Ethernet Connection to SMARTRing Service	
<u>Metro Ethernet Connection</u>	<u>Metro Ethernet Backbone Bandwidth</u>
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

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A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

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.

(O)

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.

(O)

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

(O)

Additional rules for connecting Metro Ethernet to SMARTRing service are stated in the Private Line Guidebook, paragraph B7.7.7.

(O)

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

(O)

<u>Metro Ethernet Connection</u>	<u>SMARTRing Metro Ethernet Access Link Fractional 1000 Mbps at – Central Office</u>	<u>SMARTRing Metro Ethernet Access Link Fractional 1000 Mbps at – Customer Premises</u>
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

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A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

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A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

13. (DELETED)

(O)

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 Company/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.

(O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

C. Provision of Service (Cont'd)

(O)

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. (O)

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. (O)

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. (O)

D. Contract Plans

(O)

1. Contract plans are available under conditions specified in the Fast Packet Services Payment Plan in A40.10, with contract periods described as follows: (O)
 - a. Term Payment Plan A - payment periods may be selected from twelve (12) to thirty-six (36) months. (O)
 - b. Term Payment Plan B - payment periods may be selected from thirty-seven (37) to sixty (60) months.² (O)
2. 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. (T)(O)

E. Moves

(O)

1. A move involves a change in the physical location of one of the following: (O)
 - a. The point of interface at the customer premises. (O)
 - b. The customer's premises. (O)
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. (O)
 - a. Moves Within the Same Building (O)

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. (O)
 - b. To a Different Building (O)

Moves to a different building, other than addressed in 3 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 (O)
3. Moves of Service under Fast Packet SPP (O)

Customer requests for moves of service under Fast Packet SPP, other than inside moves, will be subject to the conditions stated in **A40.10.10**. (T)(O)

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. (O)

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. (O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.2 Terms and Conditions (Cont'd)

(T)(O)

F. Migration to AT&T Switched Ethernet Service

(O)

Customers subscribing to BellSouth Metro Ethernet Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions:

(O)

1. The new AT&T Switched Ethernet Service and the existing BellSouth Metro Ethernet Service must be billed to the same customer of record at the same customer locations. (O)
2. The customer's existing service must have been in place for at least 12 months. (O)
3. The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Fast Packet Services Payment Plan (FPSPP) term. (O)
4. The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service. (O)
5. The customer must issue a disconnect order for the replaced BellSouth Metro Ethernet Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company. (O)
6. If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available. (O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges

(T)(O)

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 ¹ Months	USOC	
A. Basic BellSouth Metro Ethernet Service Arrangements						(O)
1. 2 Mbps Basic Connection						(O)
(a) per connection	\$1000.00	\$915.00	\$885.00	\$805.00	MTEBO	(O)
2. 4 Mbps Basic Connection						(O)
(a) per connection	1000.00	960.00	930.00	850.00	MTEB1	(O)
3. 8 Mbps Basic Connection						(O)
(a) per connection	1000.00	1125.00	1095.00	1015.00	MTEB2	(O)
4. 10 Mbps Basic Connection						(O)
(a) per connection	1000.00	1210.00	1180.00	1100.00	MTEBA	(O)
5. 100 Mbps Basic Connection						(O)
(a) per connection	1500.00	1880.00	1650.00	1570.00	MTEBB	(O)
6. 1 Gbps Basic Connection						(O)
(a) per connection	2000.00	3750.00	3150.00	3030.00	MTEBC	(O)
B. Premium BellSouth Metro Ethernet Service Arrangements						(O)
1. 2 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1000.00	1085.00	1055.00	975.00	MTEPO	(O)
2. 4 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1000.00	1125.00	1095.00	1015.00	MTEP1	(O)
3. 8 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1000.00	1295.00	1265.00	1185.00	MTEP2	(O)
4. 10 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1000.00	1380.00	1350.00	1270.00	MTEP3	(O)
(b) per connection, Burst Mode	1000.00	1656.00	1620.00	1524.00	MTEE3	(O)
5. 20 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1250.00	1590.00	1560.00	1480.00	MTEP4	(O)
(b) per connection, Burst Mode	1250.00	1908.00	1872.00	1776.00	MTEE4	(O)
6. 50 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1250.00	1860.00	1670.00	1590.00	MTEP5	(O)
(b) per connection, Burst Mode	1250.00	2060.00	2004.00	1908.00	MTEE5	(O)
7. 100 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1500.00	2250.00	1820.00	1740.00	MTEP6	(O)
(b) per connection, Burst Mode	1500.00	2690.00	2184.00	2088.00	MTEE6	(O)
8. 250 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1750.00	2810.00	2640.00	2520.00	MTEP7	(O)
(b) per connection, Burst Mode	1750.00	3228.00	3168.00	3024.00	MTEE7	(O)
9. 500 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1750.00	3740.00	2990.00	2800.00	MTEP8	(O)
(b) per connection, Burst Mode	1750.00	4130.00	3504.00	3360.00	MTEE8	(O)
10. 1000 Mbps Premium Connection						(O)
(a) per connection, Fixed Mode	1750.00	5090.00	4245.00	3860.00	MTEPT	(O)
C. (DELETED)						(O)

Note 1: 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. (O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES
A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

D. Virtual BellSouth Metro Ethernet Service Arrangements¹

(O)

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60² Months	USOC
1. 2 Mbps Virtual Connection					
(a) per connection	\$1000.00	\$732.00	\$708.00	\$644.00	MTEVO
2. 4 Mbps Virtual Connection					
(a) per connection	1000.00	768.00	744.00	680.00	MTEV1
3. 8 Mbps Virtual Connection					
(a) per connection	1000.00	900.00	876.00	812.00	MTEV2
4. 10 Mbps Virtual Connection					
(a) per connection	1000.00	968.00	944.00	880.00	MTEV3
5. 20 Mbps Virtual Connection					
(a) per connection	1000.00	1210.00	1092.00	1036.00	MTEV4
6. 50 Mbps Virtual Connection					
(a) per connection	1000.00	1660.00	1290.00	1161.00	MTEV5
7. 80 Mbps Virtual Connection					
(a) per connection	1000.00	1855.00	1445.00	1301.00	MTEV6
8. 100 Mbps Virtual Connection					
(a) per connection	1500.00	2050.00	1600.00	1440.00	MTEV7
9. 200 Mbps Virtual Connection					
(a) per connection	1500.00	2610.00	2050.00	1845.00	MTEV8
10. 300 Mbps Virtual Connection					
(a) per connection	1500.00	2945.00	2420.00	2178.00	MTEV9
11. 450 Mbps Virtual Connection					
(a) per connection	1500.00	3540.00	2790.00	2511.00	MTEVA
12. 600 Mbps Virtual Connection					
(a) per connection	1750.00	4205.00	3325.00	2993.00	MTEVB
13. 750 Mbps Virtual Connection					
(a) per connection	1750.00	4900.00	3880.00	3492.00	MTEVC
14. 900 Mbps Virtual Connection					
(a) per connection	2000.00	5345.00	4425.00	3983.00	MTEVD
15. 1000 Mbps Virtual Connection					
(a) per connection	2000.00	5610.00	4645.00	4180.00	MTEVE
E. BellSouth Metro Ethernet Service Independent Company (ICO) Trunk Arrangements					
1. ICO Trunk Connection					
(a) per VLAN connection	1300.00	775.00	500.00	450.00	MTEGC

Note 1: Each Virtual Connection requires the establishment of a Class of Service (CoS) profile. (O)

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. (O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES
A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

F. BellSouth Metro Ethernet Service Additional Mileage

(O)

	Monthly Charge	USOC	
1. BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles			(O)
(a) per 2 through 9 Mbps Connection	\$350.00	MTEMO	(O)
(b) per 10 through 99 Mbps Connection	370.00	MTEMA	(O)
(c) per 100 through 499 Mbps Connection	460.00	MTEMB	(O)
(d) per 500 Mbps through 1 Gbps Connection	560.00	MTEMC	(O)
2. BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 25 through 35 airline miles			(O)
(a) per 2 through 9 Mbps Connection	585.00	MTEMD	(O)
(b) per 10 through 99 Mbps Connection	620.00	MTEME	(O)
(c) per 100 through 499 Mbps Connection	780.00	MTEMF	(O)
(d) per 500 Mbps through 1 Gbps Connection	930.00	MTEMG	(O)
3. BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 35 through 50 airline miles			(O)
(a) per 2 through 9 Mbps Connection	925.00	MTEMH	(O)
(b) per 10 through 99 Mbps Connection	970.00	MTEMJ	(O)
(c) per 100 through 499 Mbps Connection	1210.00	MTEMK	(O)
(d) per 500 Mbps through 1 Gbps Connection	1460.00	MTEML	(O)
G. BellSouth Metro Ethernet Service Independent Company (ICO) Trunk Additional Mileage Charges			(O)
1. BellSouth Metro Ethernet Service ICO Trunk Additional Mileage, BellSouth Metro Ethernet Service ICO Trunk arrangements greater than 10 through 25 airline miles			(O)
(a) per VLAN Connection	170.00	MTEM1	(O)
2. BellSouth Metro Ethernet Service ICO Trunk Additional Mileage, BellSouth Metro Ethernet Service ICO Trunk arrangements greater than 25 through 35 airline miles			(O)
(a) per VLAN Connection	420.00	MTEM2	(O)
3. BellSouth Metro Ethernet Service ICO Trunk Additional Mileage, BellSouth Metro Ethernet Service ICO Trunk arrangements greater than 35 through 50 airline miles			(O)
(a) per VLAN Connection	675.00	MTEM3	(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES
A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

H. Priority Plus Feature¹

(O)

I. Q-Forwarding Feature¹
 (a) per connection

Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 ⁴ Months	USOC MTETP
\$-	\$125.00	\$100.00	\$90.00	

1. Q-forwarding Service Establishment Charge

(O)

(a) per connection

500.00 - - - MTEQF

2. Q-Forwarding Network Assignment Charge

(O)

(a) per network, per connection

- 90.00 75.00 70.00 MTEQN

J. VLAN Aggregation Feature²

(O)

1. VLAN Aggregation Service Establishment Charge

(O)

(a) per connection

500.00 - - - MTEQE

2. VLAN Aggregation, Network Assignment Charge

(O)

(a) per VLAN, per connection

- 90.00 75.00 70.00 MTEQV

K. CNM - Metro Ethernet Reporting³

(O)

1. CNM - Metro Ethernet Reporting Service Establishment Charge

(O)

(a) per customer account

250.00 - - - CNMSE

2. CNM - Metro Ethernet Reporting Charge

(O)

(a) per connection

- 14.00 10.00 8.00 CNMME

3. CNM - Metro Ethernet Reporting Web Interface Charge

(O)

(a) first

- - - - CNMWF

(b) each additional

75.00 25.00 20.00 18.00 CNMWE

4. CNM - Metro Ethernet Reporting Security Card

(O)

(a) each

200.00 - - - CNMSC

Note 1: Optional feature only available with a Premium Connection.

(O)

Note 2: Optional feature only available with a Virtual Connection.

(O)

Note 3: Optional feature only available with a Premium Connection or a Virtual Connection.

(O)

Note 4: 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.

(O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES
A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

L. Class of Service (CoS) Profile¹

(O)

1. Real-Time CoS²

(O)

	Month to	12 to 36	37 to 60³	USOC	
	Month	Months	Months		
(a) 10%	\$ 54.00	\$ 54.00	\$ 54.00	MTETF	(O)
(b) 20%	108.00	108.00	108.00	MTETG	(O)
(c) 25%	135.00	135.00	135.00	MTETH	(O)
(d) 30%	162.00	162.00	162.00	MTETJ	(O)
(e) 35%	189.00	189.00	189.00	MTETK	(O)
(f) 40%	216.00	216.00	216.00	MTETL	(O)
(g) 50%	270.00	270.00	270.00	MTETM	(O)
(h) 70%	378.00	378.00	378.00	MTETO	(O)

2. Interactive CoS²

(O)

(a) 10%	45.00	45.00	45.00	MTEVF	(O)
(b) 20%	90.00	90.00	90.00	MTEVG	(O)
(c) 25%	112.00	112.00	112.00	MTEVH	(O)
(d) 30%	135.00	135.00	135.00	MTEVJ	(O)
(e) 35%	157.00	157.00	157.00	MTEVK	(O)
(f) 40%	180.00	180.00	180.00	MTEVL	(O)
(g) 50%	225.00	225.00	225.00	MTEVM	(O)

Note 1: Each Virtual Connection requires the designation of a CoS profile with desired percentages of each CoS selected. The sum of the percentages for all CoS selected for a Virtual Connection must sum to 100%. (O)

Note 2: 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. (O)

Note 3: 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. (O)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES
A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

L. Class of Service (CoS) Profile¹ (Cont'd)

(O)

3. Business Critical CoS

(O)

	Month to	12 to 36	37 to 60²		
	Month	Months	Months	USOC	
(a) 10%	\$27.00	\$27.00	\$27.00	MTEPF	(O)
(b) 20%	54.00	54.00	54.00	MTEPG	(O)
(c) 25%	67.00	67.00	67.00	MTEPH	(O)
(d) 30%	81.00	81.00	81.00	MTEPJ	(O)
(e) 35%	94.00	94.00	94.00	MTEPK	(O)
(f) 40%	108.00	108.00	108.00	MTEPL	(O)
(g) 50%	135.00	135.00	135.00	MTEPM	(O)
(h) 60%	162.00	162.00	162.00	MTEPN	(O)
(i) 75%	202.00	202.00	202.00	MTEPP	(O)
(j) 90%	243.00	243.00	243.00	MTEPQ	(O)
(k) 100%	270.00	270.00	270.00	MTEPR	(O)

4. Best Effort CoS

(O)

(a) 10%	9.00	9.00	9.00	MTEBF	(O)
(b) 20%	18.00	18.00	18.00	MTEBG	(O)
(c) 25%	22.00	22.00	22.00	MTEBH	(O)
(d) 30%	27.00	27.00	27.00	MTEBJ	(O)
(e) 35%	31.00	31.00	31.00	MTEBK	(O)
(f) 40%	36.00	36.00	36.00	MTEBL	(O)
(g) 50%	45.00	45.00	45.00	MTEBM	(O)
(h) 60%	54.00	54.00	54.00	MTEBN	(O)
(i) 75%	67.00	67.00	67.00	MTEBP	(O)
(j) 90%	81.00	81.00	81.00	MTEBQ	(O)

Note 1: Each Virtual Connection requires the designation of a CoS profile with desired percentages of each CoS selected. The sum of the percentages for all CoS selected for a Virtual Connection must sum to 100%. (O)

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. (O)

A140. OBSOLETE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

M. Automatic Protection Switching (APS) Feature¹: Selected to provide automatic protection switching in conjunction with a Basic, Premium or Virtual BellSouth Metro Ethernet Connection of 10 Mbps or higher. Applicable APS rate element based upon type of APS selected and actual total route miles² (rounded up to next whole mile) based upon a customer-specific design as determined by the Company.

(O)

1. Structural Protection

(O)

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60³ Months	USOC MTEAO
(a) per APS Arrangement of less than 10 route miles	\$ 1000.00	\$1900.00	\$1250.00	\$1092.00	MTEAO
(b) per APS Arrangement of 10 through 25 route miles	1500.00	2145.00	1496.00	1301.00	MTEA1
(c) per APS Arrangement of greater than 25 through 35 route miles	2000.00	2445.00	1798.00	1679.00	MTEA2
(d) per APS Arrangement of greater than 35 through 50 route miles	2500.00	2900.00	2452.00	2376.00	MTEA3

2. Route Protection

(O)

(a) per APS Arrangement of less than 10 route miles	1500.00	2320.00	1470.00	1285.00	MTEA5
(b) per APS Arrangement of 10 through 25 route miles	2000.00	2610.00	1760.00	1530.00	MTEA6
(c) per APS Arrangement of greater than 25 through 35 route miles	2500.00	2965.00	2115.00	1975.00	MTEA7
(d) per APS Arrangement of greater than 35 through 50 route miles	3000.00	3435.00	2885.00	2795.00	MTEA8

N. Optical Termination Charge: An electrical termination on the customer premises is standard for 2, 4 and 8 Mbps Basic, Premium and Virtual Connections. Therefore, an Optical Termination Charge applies when an optional optical termination is requested and provided for a 2, 4 or 8 Mbps Connection.

(O)

1. Per Optional Optical Termination

(O)

(a) per connection	-	30.00	30.00	30.00	MTEO1
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O. Service Reconfiguration Charge

(O)

(a) per request, per connection	250.00	-	-	-	MTESR
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P. System Reconfiguration Charge

(O)

(a) per request, per connection	900.00	-	-	-	MTESY
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Note 1: Optional feature only available with a Basic, Premium or Virtual Connection of 10 Mbps or higher. (APS is not available for a 2 Mbps, 4 Mbps or 8 Mbps Basic, Premium or Virtual Connection.)

(O)

Note 2: Per definition of route miles as provided in *A140.13.2.C.II.* preceding.

(T)(O)

Note 3: 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.

(N)

A140. OBSOLTE SERVICE OFFERINGS - FAST PACKET TRANSPORT SERVICES

A140.13 BellSouth Metro Ethernet Service (Cont'd)

(T)

A140.13.3 Rates and Charges (Cont'd)

(T)(O)

Q. Core Trunk Automatic Failover (CTAF) Feature: Selected to provide an SLA for Core Trunk Automatic Failover protection between BellSouth Metro Ethernet core network wire centers in conjunction with Basic, Premium or Virtual Bellsouth Metro Ethernet Arrangements. The applicable CTAF rate element is based upon the actual total airline miles (rounded up to next whole mile) based upon a customer-specific design as determined by the Company.

(O)

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60¹ Months	USOC
(a) per CTAF Arrangement of less than 10 airline miles	\$500.00	\$525.00	\$450.00	\$325.00	MTEMP
(b) per CTAF Arrangement of 10 through 25 airline miles	\$750.00	\$775.00	\$600.00	\$550.00	MTEMQ
(c) per CTAF Arrangement of greater than 25 through 35 airline miles	\$1,000.00	\$1,200.00	\$950.00	\$800.00	MTEMR
(d) per CTAF Arrangement of greater than 35 through 50 airline miles	\$1,250.00	\$1,550.00	\$1,250.00	\$1,000.00	MTEMS
(e) per CTAF Arrangement of greater than 50 airline miles	\$1,250.00	\$2,200.00	\$1,750.00	\$1,450.00	MTEMT

(O)

(O)

(O)

(O)

(O)

(O)

A140.14 (DELETED)

(M)

Note 1: 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.

(O)

SUBJECT INDEX

B.

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(O)

B7. DIGITAL NETWORK SERVICE

B7.4 LightGate Service (Cont'd)

B7.4.1 General (Cont'd)

- C. Channel interfaces are offered to provide individual DS1, Flex DS1, DS3, DS3 (Asymmetrical with DS1/Flex DS1), STS-1, OC-3, OC12 and OC-48 channels. Channel interface availability varies with system size, transport architecture (asynchronous vs. synchronous) and the capability of Company provided equipment. The following table lists the channel interfaces that are generally available with each LightGate service System. (Cont'd)

Local Channel Systems: (Cont'd)

	Asynchronous	Synchronous				
	LG1	STS-1	OC-3	OC-12	OC-48	OC-192
Customer Channel Interfaces (Cont'd)						
100 Mbps BellSouth Metro Ethernet Backbone	No	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹
1000 Mbps BellSouth Metro Ethernet Backbone	No	No	No	No	Yes ¹	Yes ¹
Fractional 1000 Mbps at 150 Mbps, 300 Mbps or 450 Mbps BellSouth Metro Ethernet Backbone	No	No	No	Yes ¹	Yes ¹	Yes ¹
Fractional 1000 Mbps at 600 Mbps BellSouth Metro Ethernet Backbone	No	No	No	No	Yes ¹	Yes ¹
Fibre Connection (FICON™)	No	No	No	No	Yes ²	Yes ²
Fibre Connection (FICON™) Express	No	No	No	No	No	Yes ²
Fibre Channel 100	No	No	No	No	Yes ²	Yes ²
Fibre Channel 200	No	No	No	No	No	Yes ²

Note 1: Fractional 1000 Mbps BellSouth Metro Ethernet Backbone, 100 Mbps BellSouth Metro Ethernet Backbone and 1000 Mbps BellSouth Metro Ethernet Backbone interfaces are for use when LightGate service is utilized for transport of a customer's BellSouth Metro Ethernet service³. 100 Mbps BellSouth Metro Ethernet Backbone interfaces are further defined regarding the number of STS-1, utilized in conjunction with the interface. The 100 Mbps (3-STS-1) BellSouth Metro Ethernet Backbone interface is not available for OC-3 nodes. Interface availability is based on equipment capability. (C)

Note 2: Available only for systems that do not contain a Optical Customer Termination or a Optical Serving Wire Center Termination. The interface is further defined regarding the number of STS-1s used to provision the interface. Interface availability is based on equipment capability.

Note 3: Effective June 30, 2021, BellSouth Metro Ethernet Service is no longer available for new or renewing subscribers. (N)

B7. DIGITAL NETWORK SERVICE

B7.4 LightGate Service (Cont'd)

B7.4.1 General (Cont'd)

C. (Cont'd)

Local Channel Systems: (Cont'd)

	Asynchronous	Synchronous				
	LG1	STS-1	OC-3	OC-12	OC-48	OC-192
Central Office Channel Interfaces (Cont'd)						
100 Mbps BellSouth Metro Ethernet Backbone	No	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹
1000 Mbps BellSouth Metro Ethernet Backbone	No	No	No	No	Yes ¹	Yes ¹
Fractional 1000 Mbps at 150 Mbps, 300 Mbps or 450 Mbps BellSouth Metro Ethernet Backbone	No	No	No	Yes ¹	Yes ¹	Yes ¹
Fractional 1000 Mbps at 600 Mbps BellSouth Metro Ethernet Backbone	No	No	No	No	Yes ¹	Yes ¹
Fibre Connection (FICON™)	No	No	No	No	Yes ²	Yes ²
Fibre Connection (FICON™) Express	No	No	No	No	No	Yes ²
Fibre Channel 100	No	No	No	No	Yes ²	Yes ²
Fibre Channel 200	No	No	No	No	No	Yes ²

Note 1: Fractional 1000 Mbps BellSouth Metro Ethernet Backbone, 100 Mbps BellSouth Metro Ethernet Backbone and 1000 Mbps BellSouth Metro Ethernet Backbone interfaces are for use when LightGate service is utilized for transport of a customer's BellSouth Metro Ethernet service³. 100 Mbps BellSouth Metro Ethernet Backbone interfaces are further defined regarding the number of STS-1, utilized in conjunction with the interface. The 100 Mbps (3-STS-1) BellSouth Metro Ethernet Backbone interface is not available for OC-3 nodes. Interface availability is based on equipment capability. (C)

Note 2: Available only for systems that do not contain a Optical Customer Termination or a Optical Serving Wire Center Termination. The interface is further defined regarding the number of STS-1s used to provision the interface. Interface availability is based on equipment capability.

Note 3: Effective June 30, 2021, BellSouth Metro Ethernet Service is no longer available for new or renewing subscribers. (N)

B7. DIGITAL NETWORK SERVICE

B7.4 LightGate Service (Cont'd)

B7.4.1 General (Cont'd)

P. Credit Allowance

When LightGate service is interrupted due to causes other than negligence of the customer, or to the failure of facilities or equipment furnished by the customer, a credit allowance will be made upon request for the portion of service affected. Where service interruptions of one minute or more per occasion occur, the credit applied shall be at the rate of 1440/1440 of the monthly charges for the LightGate service. All credit allowances shall begin from the time of notice by the customer to the Company, and will end when the service is operative. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service. Outage credits for DS1 channel interfaces and subtending DS1 services are as set forth in the guidebook sections governing those services.

- Q.** 100 Mbps and 1000 Mbps BellSouth Metro Ethernet Backbone interfaces are for use when LightGate service is utilized for transport of a customer's BellSouth Metro Ethernet service¹. 100 Mbps BellSouth Metro Ethernet Backbone interfaces are further defined regarding the number of STS-1s, utilized in conjunction with the interface. (C)

B7.4.2 Application of Rates

- A.** Monthly rates and charges as specified in B7.4.5 following apply for each LightGate service. These rates apply regardless of the number of circuit equivalents within each package that are actually activated by the customer at a point in time.

1. Local channel systems furnished between a Serving Wire Center and the customer's premises are distance sensitive. Local channel systems include the transport common equipment, and first half air-mile of local channel facilities at rates specified in B7.4.5.A. following. Rates for additional lengths of local channel facilities are as specified in B7.4.5.B. following.
2. Separate Alternate Facility Transport (SAFT) options for LightGate service local channels are offered at the rates specified in B7.4.5.C. following. These rates are in addition to local channel system rates.
3. Interoffice channel system mileage rates and charges are as specified in B7.4.5.D. following.

- B.** Suspension of service is not permitted with LightGate service.

- C.** Channel interfaces are required for LightGate service based upon the following guidelines:

1. Channel interfaces are required at both the customer's location and the serving wire center for LightGate service local channel systems and at both termination points of a LightGate service interoffice channel, except as specified in 2. following.
2. A LightGate service central office channel interface is not required for a synchronous LightGate service local channel system with optical termination in the serving wire center. A LightGate service local channel system with optical termination in the serving wire center may connect in one of the following ways:
 - to another LightGate service local channel or interoffice channel at the compatible optical level,
 - to a SMARTRing service channel interface (CI) at the compatible optical level, or
 - to a compatible optical level channel interface from a higher level LightGate service local channel or interoffice channel.
3. LightGate service channel interfaces are only offered in conjunction with a LightGate service System.
4. Company provided DS1 customer channel interfaces are offered only with LightGate 1, LightGate STS-1 and LightGate OC-3 Basic Systems. Also, a maximum of 96 DS1 customer channel interfaces are available on LightGate OC-48 and LightGate OC-192 Basic Systems installed on or after October 20, 2003.
5. OC-12 and OC-48 LightGate service local channel systems require a 28 DS1, STS-1, or OC-3 channel system in addition to DS1 channel interfaces in the central office to derive DS1 channels in the serving wire center. OC-192 LightGate service local channel systems require an OC-3 channel system in addition to DS1 channel interfaces to terminate DS1 channels in the serving wire center.
6. OC-192 LightGate service local channel systems, installed prior to October 20, 2003, require an OC-3, OC-12 or OC-48 channel system in addition to DS3 or STS-1 channel interfaces to terminate DS3 or STS-1 channels in the serving wire center.
7. OC-3 LightGate service local channel systems which require a DS3 termination at one location and DS1 terminations at the other, have two options available:
 - A DS3 channel interface at the customer location and a 28 DS1 channel system in addition to DS1 channel interfaces at the serving wire center, or
 - A DS3 (asymmetrical with DS1) interface at one termination point and DS1 channel interfaces at the other termination point.

Note 1: Effective June 30, 2021, BellSouth Metro Ethernet Service is no longer available for new or renewing subscribers. (N)

B7. DIGITAL NETWORK SERVICE

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

B7.7.1 General (Cont'd)

B. (Cont'd)

SMARTRing service Channel Interfaces are available as follows: (Cont'd)

<u>Channel Interfaces</u>	<u>NODES</u>							
	<u>OC-3</u>	<u>OC-3+</u>	<u>OC-12</u>	<u>OC-48</u>	<u>OC-48+</u>	<u>OC-192</u>	<u>OC-192+</u>	
100 Mbps BellSouth Metro Ethernet Backbone	Yes ¹	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹	Yes ¹	
1000 Mbps BellSouth Metro Ethernet Backbone	No	No	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹	
Fractional 1000 Mbps at 50 Mbps, 150 Mbps, 300 Mbps or 450 Mbps BellSouth Metro Ethernet Backbone	Yes ¹	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹	Yes ¹	
Fractional 1000 Mbps at 600 Mbps BellSouth Metro Ethernet Backbone	No	No	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹	
Fibre Connection (FICON™)	No	No	No	Yes ²	Yes ²	Yes ²	Yes ²	
Fibre Connection (FICON™) Express	No	No	No	No	No	Yes ²	Yes ²	
Fibre Channel 100	No	No	No	Yes ²	Yes ²	Yes ²	Yes ²	
Fibre Channel 200	No	No	No	No	No	Yes ²	Yes ²	

Note 1: Fractional 1000 Mbps BellSouth Metro Ethernet Backbone, 100 Mbps BellSouth Metro Ethernet Backbone and 1000 Mbps BellSouth Metro Ethernet Backbone interfaces are for use when SMARTRing service is utilized for transport of a customer’s BellSouth Metro Ethernet service³. 100 Mbps BellSouth Metro Ethernet Backbone interfaces are further defined regarding the number of STS-1s, utilized in conjunction with the interface. The 100 Mbps (3-STs-1) BellSouth Metro Ethernet Backbone interface is not available for OC-3 nodes. The 50 Mbps (1-STs-1) BellSouth Metro Ethernet Backbone interface is the only Fractional 1000 Mbps BellSouth Metro Ethernet Backbone interface that is available for OC-3 nodes. Interface availability is based on equipment capability. (C)

Note 2: The interface is further defined regarding the number of STS-1s used to provision the interface. Interface availability is based on equipment capability.

Note 3: Effective June 30, 2021, BellSouth Metro Ethernet Service is no longer available for new or renewing subscribers. (N)

B7. DIGITAL NETWORK SERVICE

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

B7.7.1 General (Cont'd)

M. SMARTRing service ordered on or after June 15, 2009 will have an optional feature and function associated with Virtual Packet Rings (VPR). Customers will be able to transport BellSouth Metro Ethernet Service¹ (see *A140.13*) over SMARTRing Metro Ethernet Access Links. Connections between Metro Ethernet and SMARTRing are at SMARTRing central office nodes. The VPR will broadcast the Metro Ethernet to all Metro Ethernet Access Links associated with a specific VPR. Since this is a best effort service, the Company does not guarantee any performance levels including packet loss, latency or jitter of the customer's network if the customer chooses to oversubscribe their network. Problems associated with throughput due to the best effort service capabilities of a Virtual Packet Ring do not constitute a service interruption for which a credit allowance would apply. (C)

Virtual Packet Ring will continue to function as a Best Effort service as described in K. proceeding.

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. An out of service condition occurs when an existing Access Link is converted to a Metro Ethernet Access Link. Each node on the SMARTRing will connect to the metro Ethernet circuit via the Virtual Packet Ring and Metro Ethernet Access Links. Metro Ethernet Access Links will provide the equipment essential to Metro Ethernet reporting, statistics and customer network management.

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

SMARTRing service Basic Shared Ethernet LAN - Metro Ethernet Access Links are available as follows:

NODES

Metro Ethernet Access Links –

<u>Fractional 1000 Mbps at:</u>	<u>OC-3</u>	<u>OC-3+</u>	<u>OC-12</u>	<u>OC-48</u>	<u>OC-48+</u>	<u>OC-192</u>	<u>OC-192+</u>
150 Mbps	No	No	Yes	Yes	Yes	Yes	Yes
300 Mbps	No	No	Yes	Yes	Yes	Yes	Yes
450 Mbps	No	No	Yes	Yes	Yes	Yes	Yes
600 Mbps	No	No	No	Yes	Yes	Yes	Yes
1000 Mbps	No	No	No	Yes	Yes	Yes	Yes

Note 1: Effective June 30, 2021, BellSouth Metro Ethernet Service is no longer available for new or renewing subscribers. (N)