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February 4, 2005

Ms. Beth Salak
Director, Division of Competitive Markets & Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 354.051, attached for filing, with the commission, are the following pages of the Access Services Tariff:

Access Services Tariff – See attachment

This tariff filing will introduce a new service in Section E7 of the intrastate Access Services Tariff that is comparable to the existing FCC BellSouth Metro Ethernet service and GSST BellSouth Metro Ethernet service. The proposed intrastate Access BellSouth Metro Ethernet service will provide options for Basic, Premium and Dedicated Ethernet arrangements with speeds ranging from 10 Mbps to 1 Gbps. The Premium option will also include features that allow for “bursting” to higher rates of speed, prioritization of traffic, Q-forwarding of VLANs, Quality of Service commitments and customer network management of the Ethernet network.

Acknowledgment, date of receipt, and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Marshall M. Criser III (slg)

Regulatory Vice President

Attachments

Attachment A

Tariff Pages

Access Services Tariff

Section E2	Second Revised Page 45 First Revised Page 45.1 Second Revised Page 45.2 First Revised Page 45.4
Section E5	Second Revised Page 14 Fourth Revised Page 15 Fourth Revised Page 16
Section E7	First Revised Page 27.2 Original Page 27.3 Original Page 27.4 Original Page 27.5 Original Page 27.6 Fifth Revised Page 34 Third Revised Page 38 Fifth Revised Page 39 Original Page 48.2 Original Page 48.3 Original Page 48.4 Original Page 48.5 Original Page 48.6 Original Page 48.7 Original Page 48.8 Original Page 78 Original Page 79 Original Page 80 Original Page 81 Original Page 82 Original Page 83
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EXECUTIVE SUMMARY

Introduction

The purpose of this filing is to introduce a new service offering, BellSouth Metro Ethernet service, in the Access Services Tariff (AST).

Description/Rationale for Proposed Tariff

The proposed BellSouth Metro Ethernet service tariff offers customers a choice of service arrangements – Basic, Premium or Dedicated as detailed below. The BellSouth Metro Ethernet service provides a choice of Ethernet speeds ranging from 10 Mbps to 1 Gbps, bandwidth guarantees, prioritization of data traffic, customer network management, and Quality of Service (QoS) commitments.

BellSouth's Metro Ethernet Service allows customers to meet the demand for bandwidth in a cost-effective way, ensuring scalability, reliability and ease of provisioning new services and features. The increased bandwidth speeds and enhanced features are required to support a convergence of applications across LAN/WAN environments for large and small businesses; state, federal and local governments; as well as educational and medical institutions.

Basic BellSouth Metro Ethernet This option is a cost-effective service provided on a next generation metro Ethernet platform. It provides full-duplex transmission of port connections at speeds of 10, 100 and 1000 Mbps. This service arrangement provides a best-effort, high-speed connection for customers desiring to start out at lower speeds of 10 Mbps and grow to 1000 Mbps seamlessly without a change in network elements or interruption of service

Premium BellSouth Metro Ethernet service This service arrangement offers Committed Bandwidth (CBW) speeds ranging from 10 Mbps to 500 Mbps and offers a “burst” option to higher port speeds of 100 Mbps or 1000 Mbps. Premium BellSouth Metro Ethernet service provides customers a variety of features in support of new Ethernet applications.

- **Priority Plus** – This feature provides a customer the ability to identify a portion of their Committed Bandwidth (CBW) for high priority, delay-sensitive traffic, i.e. voice, video, mission-critical data, etc.
- **Q-Forwarding** – This feature provides a customer the ability to stack Virtual Local Area Networks (VLANs) onto one Premium connection port utilizing IEEE 802.1Q protocol and transporting multiple customer LAN traffic to a single location across a common BellSouth Metro Ethernet service Network.

BellSouth - Florida

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- **Burst Mode** – This feature provides a customer the ability to transmit high volumes of data any time without impacting normal, day-to-day data transmission. A customer purchasing this feature on a 10, 20 or 50Mbps connection is capable of bursting up to 100 Mbps. Customers purchasing this feature on 100, 250 and 500 Mbps is capable of bursting up to 1000 Mbps.
- **Metro Ethernet Reporting** – This feature provides Customer Network Management capabilities of their BellSouth Metro Ethernet service Network. This is a Web base interface and provides customers with Service Level Agreements associated with Quality of Service guarantees for Service Network Availability, Service Network Latency and Service Time-To-Repair.
- **Service Level Agreement Credits** – These credits, as part of the Metro Ethernet Reporting feature, will provide the customer Monthly Recurring Charge credits if a Service Level Agreement Commitment is missed as described in the tariff.

Dedicated BellSouth Metro Ethernet service This service arrangement provides customers a dedicated, point-to-point network with Ethernet speeds of 100 Mbps and/or 1000 Mbps. A Dedicated service arrangement allows for interconnection to only one other Dedicated BellSouth Metro Ethernet service.

BellSouth Metro Ethernet service Additional Mileage Basic, Premium and Dedicated BellSouth Metro Ethernet service arrangements include ten (10) miles of interconnection within the Metro Ethernet Connection rate element. Pricing for distances greater than ten miles is provided via mileage bands of 10 to 25, 25 to 35, and 35 to 50 miles and is provided via port speeds of 10 to 50 Mbps, 100 to 250 Mbps and 500 to 1000 Mbps. The Additional Mileage feature is measured in airline miles from the customer premise to the BellSouth Metro Ethernet service Wire Center.

Customer Effects

BellSouth Metro Ethernet service already exists in the BellSouth F.C.C. No. 1 Tariff (interstate) and in the General Subscriber Services Tariff (intrastate intraLATA). The introduction of this optional service in the intrastate Access Services Tariff will provide a comparable service for customers with Ethernet needs that are jurisdictionally intrastate interLATA.

Revenue Impact

The revenue for this service will cover its cost.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

Second First Revised Page 45

Cancels Original Page 45

First Revised

ISSUED: ~~September 15, 1998~~ February 4, 2005EFFECTIVE: ~~September 30, 1998~~

BY: Joseph P. Lacher, President -FL
Miami, Florida

March 7, 2005

E2. GENERAL REGULATIONS

(P)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

B. Fast Packet Services Payment Plan (Cont'd)

9. Prepayment

- a. Upon entering into a Fast Packet SPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the Fast Packet SPP arrangement. The Company retains full ownership of services in accordance with E2.4.7 preceding. The following conditions apply:
 - (1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
 - (2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the Fast Packet SPP arrangement for all months remaining in the service period.
 - (3) The same prepayment percentage will apply in the event the customer adds services to an existing Fast Packet SPP arrangement subsequent to the establishment of the service.
 - (4) When the customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement.
 - (5) Customers who prematurely disconnect will have Termination Liability Charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

C. Transport Payment Plan (TPP)

1. General

- a. The regulations and terms specified herein are applicable only to BellSouth Dedicated Ring ***BellSouth Metro Ethernet service*** and/or SMARTRing[®] service (a.k.a. ~~BellSouth~~ ***BellSouth*** Dedicated Ring) access services as indicated in the rate regulations in Sections E6. and E7. of this Tariff. (C)(N)
- b. The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows: (N)
 - (1) Payment Plan A, service periods may be selected from 12 months to 36 months in length. (N)
 - (2) Payment Plan B, service periods may be selected from 37 months to 60 months in length. (N)
 - (3) Payment Plan C, service periods may be selected from 61 months to 96 months in length. (N)
- c. For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement. (N)
- d. Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement. (N)
- e. When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply. (N)
- f. When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired. (N)
- g. Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer. (N)
- h. Conversions of LightGate[®] service (a.k.a BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing[®] service (a.k.a BellSouth Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed. (T)(N)

(M)

Material previously appearing on this page now appears on page(s) 45.5 of this section.

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TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

First Revised ~~Original~~ Page 45.1
Cancels Original Page 45.1

ISSUED: ~~September 15, 1998~~ February 4, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: ~~September 30, 1998~~
March 7, 2005

E2. GENERAL REGULATIONS (N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd) (N)

E2.4.9 Optional Payment Plan (Cont'd) (N)

C. Transport Payment Plan (Cont'd) (N)

2. Application of Rates (N)

- a. The stabilized monthly recurring rates as set forth in Sections E6. and E7. ~~following of this Tariff~~ are set as of the Application Date for BellSouth Dedicated Ring, BellSouth Metro Ethernet service and/or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring), provided that the actual service date does not exceed the latter of the following: (C)(N)

(1) the Service Date under a standard service interval, or (N)

(2) the earliest date by which service can be made available to the customer by the Telephone Company. (N)

- b. If the customer desires a service date later than as provided in a. preceding, the stabilized monthly recurring rates in effect on the service date are applicable. (N)

3. Additions (N)

- a. Additions of services or rate elements, to existing BellSouth Dedicated Ring and/or SMARTRingSM service (a.k.a. ~~BellSouth~~ BellSouth Dedicated Ring) systems, to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. BellSouth Dedicated Ring and/or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) channel interfaces must be activated as set forth in Sections E6. and E7. ~~following of this Tariff~~. (C)(N)

4. Disconnects (N)

- a. Except as provided in b. through f. following, when a BellSouth Dedicated Ring, BellSouth Metro Ethernet service and/or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in 7 following, a four month minimum service period for BellSouth Dedicated Ring, BellSouth Metro Ethernet service and/or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) TPP customers will be applicable and all month-to-month regulations will be applicable. (C)(N)

When a BellSouth Dedicated Ring, BellSouth Metro Ethernet service or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Dedicated Ring, BellSouth Metro Ethernet service or the SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) ring level rate elements will apply. (C)(N)

BellSouth Dedicated Ring and SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. (C)(N)

- b. Except as provided in c. through f. following, when a BellSouth Dedicated Ring, BellSouth Metro Ethernet service or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth Dedicated Ring, BellSouth Metro Ethernet service or SMARTRingSM service (a.k.a. Bellsouth Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply. (C)(N)

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TELECOMMUNICATIONS, INC.
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ISSUED: ~~December 22, 1998~~ February 4, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

~~Second~~ First Revised Page 45.2
Cancels ~~Original~~ Page 45.2
First Revised
~~EFFECTIVE: January 6, 1999~~
March 7, 2005

E2. GENERAL REGULATIONS**E2.4 Payment Arrangements and Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)**

C. Transport Payment Plan (Cont'd)

10. Disconnects (Cont'd)

c. When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:

- (1) the customer has completed at least 6 months of the originally selected TPP service period, and
- (2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
- (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate[®] service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath[®]-service DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate[®]-service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate[®] service (a.k.a. BellSouth SPA Point to Point Network). **Specific changes of BellSouth Metro Ethernet service that are considered to be the same or higher order of service are set forth in E7.4.32 of this Tariff.**

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest, SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring)=highest):

- Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
- DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
- DS1 (a.k.a. BellSouth SPA DS1) Services
- SMARTPath[®]-service (a.k.a. BellSouth SPA DS1 Shared Ring)
- SMARTRing[®]-service (a.k.a. BellSouth Dedicated Ring)/**Channels for use with BellSouth Managed Shared Ring or SMARTGate[®] (a.k.a. BellSouth SPA Managed Shared Ring Network)**/BellSouth Dedicated Ring

d. A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate[®]-service (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing[®] services (a.k.a. ~~Bellsouth~~ **BellSouth** Dedicated Ring).

e. Disconnects, moves, or rearrangements involving the removal of the following BellSouth Dedicated Ring and SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

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ACCESS SERVICES TARIFF

First Revised Original Page 45.4
Cancels Original Page 45.4

ISSUED: ~~September 15, 1998~~ February 4, 2005

EFFECTIVE: ~~September 30, 1998~~

BY: Joseph P. Lacher, President -FL
Miami, Florida

March 7, 2005

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

C. Transport Payment Plan (Cont'd)

7. Renewal Options

a. When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Section E7. ~~following~~ **of this Tariff** remain in effect during the 60-day grace period.

b. Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.

c. When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

d. To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement.

e. Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period will be given for renewals of the same size systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.

f. Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.

g. Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.

h. When an existing, BellSouth Dedicated Ring, **BellSouth Metro Ethernet service** and/or SMARTRing[®] service (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the month-to-month service will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement.

8. Transfer of Service

a. Service transferred to a new customer at the same location in accordance with E2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement.

9. Prepayment

a. Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:

(1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666 percent per month compounded monthly for the number of months the payment is advanced.

(2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the TPP arrangement for all months remaining in the service period.

(3) This same prepayment percentage will apply in the event the customer adds services to an existing TPP arrangement subsequent to the establishment of the service.

(4) When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing TPP arrangement.

(5) Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

ISSUED: ~~February 4, 1997~~ February 4, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
(Cont'd)

4. (Cont'd)

e. The resulting cancellation charge is also shown as follows:

(1) Cancellation Charge Percentages Listing No. 1

Type Service/ Critical Dates	After: Before:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	
DEDICATED ACCESS								
WATS (<i>a.k.a. BellSouth SPA</i>)		3.8%	9.6%	11.9%	16.2%	21.4%	29.6%	(+)
Voice Grade (<i>a.k.a. BellSouth SPA DS0 VG</i>)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	(+)
Telegraph Grade (<i>a.k.a. BellSouth SPA Telegraph</i>)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	(+)
Metallic Grade (<i>a.k.a. BellSouth SPA Metallic</i>)		3.8%	9.5%	11.9% 11.9%	16.1%	21.3%	29.7%	(+)(+)
Program Audio (<i>a.k.a. BellSouth SPA Program Audio</i>)		3.6%	9.1%	11.3%	15.3%	20.3%	28.3%	(+)
Digital Data Access (<i>a.k.a. BellSouth SPA DS0 Digital Data</i>)		3.6%	9.1%	11.4%	16.1%	21.9%	28.5%	(+)
<u>BellSouth Metro Ethernet service</u>		<u>11.6%</u>	<u>33.1%</u>	<u>42.9%</u>	<u>44.8%</u>	<u>47.3%</u>	<u>53.1%</u>	(N)
EIS Cross-Connects		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	
BELLSOUTH SWA								
Trunks or Lines		8.6%	17.2%	17.2%	22.1%	28.0%	41.1%	(+)
High Capacity (<i>a.k.a. BellSouth SPA High Capacity</i>)		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	(+)
EIS Cross-Connects		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	

(2) Cancellation Charge Percentages Listing No. 2

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD	
DEDICATED ACCESS							
WATS (<i>a.k.a. BellSouth SPA</i>)		39.7%	47.5%	69.6%	93.3%	100.0%	(+)
Voice Grade (<i>a.k.a. BellSouth SPA DS0 VG</i>)		39.5%	47.2%	69.5%	93.4%	100.0%	(+)
Telegraph Grade (<i>a.k.a. BellSouth SPA Telegraph</i>)		39.5%	47.2%	69.5%	93.4%	100.0%	(+)
Metallic Grade (<i>a.k.a. BellSouth SPA Metallic</i>)		39.5%	47.2%	69.5%	93.4%	100.0%	(+)
Program Audio (<i>a.k.a. BellSouth SPA Program Audio</i>)		37.6%	45.0%	68.6%	93.7%	100.0%	(+)
<u>Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data)</u>		<u>36.0%</u>	<u>45.2%</u>	<u>69.9%</u>	<u>93.9%</u>	<u>100.0%</u>	(M)
<u>BellSouth Metro Ethernet service</u>		<u>53.1%</u>	<u>69.9%</u>	<u>85.6%</u>	<u>94.9%</u>	<u>100.0%</u>	(N)
<u>EIS Cross-Connects</u>		<u>38.3%</u>	<u>45.8%</u>	<u>68.9%</u>	<u>93.6%</u>	<u>100.0%</u>	(M)
BELLSOUTH SWA							
Trunks or Lines		<u>60.5%</u>	<u>67.8%</u>	<u>79.7%</u>	<u>95.8%</u>	<u>100.0%</u>	(M)
BellSouth SWA High Capacity		<u>38.3%</u>	<u>45.8%</u>	<u>68.9%</u>	<u>93.6%</u>	<u>100.0%</u>	(M)
EIS Cross-Connects		38.3%	45.8%	68.9%	93.6%	100.0%	(M)

Material appearing on this page previously appeared on page(s) 15 of this section.

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BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: ~~April 28, 2000~~ February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

ACCESS SERVICES TARIFF

Fourth ~~Third~~ Revised Page 15
 Cancels ~~Second~~ Revised Page 15
 Third
 EFFECTIVE: ~~May 15, 2000~~
 March 7, 2005

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

~~B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows: (M)~~
 (Cont'd)

~~4. (Cont'd)~~

~~e. The resulting cancellation charge is also shown as follows: (Cont'd)~~

~~(2) Cancellation Charge Percentages Listing No. 2 (Cont'd)~~

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data)		36.0%	45.2%	69.9%	93.9%	100.0%
EIS Cross Connects		38.3%	45.8%	68.9%	93.6%	100.0%
BELLSOUTH SWA Trunks or Lines		60.5%	67.8%	79.7%	95.8%	100.0%
BellSouth SWA High Capacity		38.3%	45.8%	68.9%	93.6%	100.0%
EIS Cross Connects		38.3%	45.8%	68.9%	93.6%	100.0%

~~C. When a customer cancels an order service for BellSouth Dedicated Ring or SMARTRingSM service (a.k.a. BellSouth Dedicated Ring) prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth Dedicated Ring or SMARTRingSM service (a.k.a. BellSouth SPA Dedicated Ring), as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in E6.1.3 and E7.4 following of this tariff at the month-to-month rates set forth in E6.8 and E7.5 following of this tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in E5.2.4.B. preceding. (T)~~

~~D. When an IC or End User cancels an order for the discontinuance of service, no charges apply for the cancellation.~~

~~E. 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, government requirements, work stoppages and civil commotions), the IC or End User may cancel the Access Order without incurring cancellation charges.~~

E5.2.5 Selection of Facilities For Access Orders

~~A. When an IC or End User places an Access Order, it may choose to utilize facilities it previously purchased as a facility to a Hub. If the IC has a high capacity interface or has a purchased facility, or has a Dedicated Access Service facility purchased to a Hub, the IC or End User must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the IC or End User, the Company will provide the service from available inventory as discussed in E5.3 following.~~

~~B. For all other Access Orders, the option to request a specific transmission path or channel is not provided, except as provided for under Special Facilities Routing as set forth in Section E11. following of this Tariff. (T)~~

E5.2.6 Minimum Period

~~A. Except as set forth in E2.4.2 preceding of this Tariff, B. and C. following and E9.4.1 following of this Tariff, the minimum period for which charges are applicable for Access Service is one month. (T)(C)~~

Material previously appearing on this page now appears on page(s) 14 of this section.
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BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

Fourth ~~Third~~ Revised Page 16
Cancels ~~Second~~ Revised Page 16

Third

ISSUED: ~~May 16, 2003~~ February 4, 2005

EFFECTIVE: ~~May 31, 2003~~

BY: Joseph P. Lacher, President -FL
Miami, Florida

March 7, 2005

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.6 Minimum Period (Cont'd)

- B.** The minimum service period for BellSouth® Remote Access Service is twelve months. The minimum service period for BellSouth Metro Ethernet service is four months.¹ (C)
- C.** Service Rearrangements¹ and Transfer of Service as set forth in E6.7.1 of this Tariff and E7.4.1 following for BellSouth SWA and Dedicated Access Services respectively, may be made without a change in minimum period requirements. (T)
- D.** Changes other than those identified in E6.7.1 of this Tariff or E7.4.1¹ following will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The IC or End User will also remain responsible for all outstanding minimum period obligations associated with the disconnected service. (T)
- The following changes are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.
1. A move to a different building as set forth in E6.7.7 or E7.4.4 following of this Tariff. (T)
 2. A change in type of service (i.e., BellSouth SWA to Dedicated Access, one type of Dedicated Access to another, or one type of BellSouth SWA service to another except as set forth in E6.7.6 following of this Tariff). (T)
 3. A change in the type of Dedicated Access Service Local Channel or Switched Local Channel.
 4. A change in the interface for BellSouth SWA service or BellSouth Directory Assistance service .
 5. Change in BellSouth SWA service traffic type.
 6. Change from two-point to multipoint Dedicated Access Service or from multipoint to two-point Dedicated Access Service.
- E.** An IC or End User may request disconnect of an access service at any time after the service has been established. The IC or End User must give the Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within 10 days.
- F.** When Access Service is disconnected prior to the expiration of the minimum period, the IC or End User is obligated for payment of the minimum period charge as set forth in E2.4.9 preceding of this Tariff and E5.2.7 following. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be performed in accordance with the provisions set forth in E2.4.1.C. preceding of this Tariff. (T)

E5.2.7 Minimum Period Charges

- A.** When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the IC or End User has use of the service. The Minimum Period Monthly Charge, for services provided with a one month minimum period will be determined as follows:
1. For BellSouth SWA service, usage sensitive rate elements (i.e. Carrier Common Line, Local Switching, Access Tandem Switching, BellSouth SWA Common Transport, Interconnection, **and BellSouth IPTG Terminating service**) the charge for a month or fraction thereof is equal to the applicable rates for the actual or assumed usage for the month or such fraction thereof. (E)
 2. For BellSouth SWA Transport components which are not usage sensitive (i.e., Switched Local Channel and Switched Dedicated Interoffice Channel and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in E6.8 following of this Tariff. (T)

Note 1: Specific regulations for BellSouth Metro Ethernet service minimum period, service rearrangements (reconfigurations) and changes are provided in E7.4.32 of this Tariff. (N)

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FLORIDA

ACCESS SERVICES TARIFF

First Revised Original Page 27.2
Cancels Original Page 27.2

ISSUED: ~~September 15, 1998~~ February 4, 2005

EFFECTIVE: ~~September 30, 1998~~
March 7, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E7. DEDICATED ACCESS SERVICES

E7.2 Service Description (Cont'd)

E7.2.16 SMARTRing[®] service (a.k.a. BellSouth Dedicated Ring) (Cont'd)

B. Technical Specifications Packages

1. The compatibility requirements, technical specifications, and generic requirements for SMARTRing service (a.k.a. Bellsouth Dedicated Ring) terminated at the customers designated locations are referenced in Technical Reference ANSI T1.404-1994, ANSI T1.403-1989 and ANSI T1.105-1991.
2. DS3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342.
3. DS1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054.
4. STS-1, OC-1, OC-3, and OC-12 interface combinations and technical specifications are referenced in BellSouth Telecommunications, Inc. Technical Reference TR-73582.
5. These self-healing multi-nodal DS3 high capacity (a.k.a. BellSouth SPA DS3) service channels have a long term performance objective of 99.5 percent error-free seconds and a severely errored second (SES) objective of less than 0.009 percent SES when the circuit is available. Self-healing multi-nodal DS1 high capacity (a.k.a. BellSouth SPA DS1) service channels have a long term performance objective of 99.95 percent error-free seconds.

E7.2.17 Reserved for Future Use

E7.3 Channel Interface and Network Channel Codes

This section explains the Channel Interface codes and Network Channel codes that the customer must specify when ordering Dedicated Access Service. Included is an example which explains the specific characters of the code, a glossary of Channel Interface codes, impedance levels, and Network Channel codes. Compatible Channel Interface codes are contained in the services respective Technical Reference Publications as indicated in E7.2.

Example: If the customer specifies a LB Network Channel Code and a 2LC8 Channel Interface at the customer's premises, the following is being requested:

LB = Voice Grade (a.k.a. BellSouth SPA DS0 VG) Channel with a Predefined Technical Specification Package (1)

—2 = Number of physical wires at customer premises

LC = Facility interface for Type C Signaling

—8 = Variable impedance level

E7.3.1 Glossary of Channel Interface Codes and Options

Code—Option	Definition
AB	Accepts 20 Hz ringing signal at customer's point of termination
AC	Accepts 20 Hz ringing signal at the customer's point of termination
CS	Digital hierarchy interface at Digital Crossover System (DCS)
—EA	E & M Signaling
—GO	Ground Start Loop Signaling Open End
—GS	Ground Start Loop Signaling Closed End
—LO	Loop Start Loop Signaling Open End
—LS	Loop Start Loop Signaling Closed End
—NO	Transmission Only No Signaling
—R	(DS0) Customer Reconfigurable Voice Grade Service
—10R	DS1 to DS0 Customer Reconfigurable
—10R	DS1 to DS0 Customer Reconfigurable
—10	DS1 to DS0

Material previously appearing on this page now appears on page(s) 27.6 of this section.

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Material appearing on this page previously appeared on page(s) 27 of this section.

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ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.18 BellSouth Metro Ethernet Service

- (N)
- A. BellSouth Metro Ethernet service is a high-speed packet transport that is based on Ethernet transmission parameters. BellSouth Metro Ethernet service provides various transport capabilities that range from 10 Mbps through 1 Gbps with capabilities for basic, premium and dedicated arrangements that may be used to meet individual customer needs. (N)
- B. 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 802.3-2002 Specifications. (N)
- C. BellSouth Metro Ethernet service interface specifications are set forth in BellSouth Technical Reference TR-73632. (N)
- D. The rates and charges set forth in E7.5.22 following for BellSouth Metro Ethernet service provide for the furnishing of service in certain metropolitan areas where suitable Company facilities are available. In locations where BellSouth Metro Ethernet service is not available, special construction charges may apply. (N)
- E. A LAN (local area network) 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. (N)
- F. A VLAN (virtual local area network) 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. (N)
- G. 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. (N)
- H. A Metro Ethernet Customer Network is defined as the set of interconnected Metro Ethernet connections assigned to the same VLAN within the BellSouth core network. Connections that include the Q-Forwarding optional feature described in N. following may be part of more than one Metro Ethernet Customer Network. (N)
- I. A Basic BellSouth Metro Ethernet service Connection provides 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. (N)
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. (N)
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 Basic BellSouth Metro Ethernet service wire center also require BellSouth Metro Ethernet service Additional Mileage charges. (N)
- J. A Premium BellSouth Metro Ethernet service Connection provides 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 250 Mbps and 500 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. (N)
Premium BellSouth Metro Ethernet service provides customer 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. (N)
Premium BellSouth Metro Ethernet service Connections are available with "Fixed" and "Burst" capabilities. 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 is 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. (N)
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. (N)
A Premium 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 Premium BellSouth Metro Ethernet service Connection. Customer locations¹ greater than 10 miles from the Premium BellSouth Metro Ethernet service wire center also require BellSouth Metro Ethernet service Additional Mileage charges. (N)

Note 1: And as alternatively set forth in E7.4.32.A.5. following.

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.18 BellSouth Metro Ethernet Service (Cont'd)

- K. A Dedicated BellSouth Metro Ethernet service Connection provides 100 Mbps and 1 Gbps point-to-point Ethernet capabilities that are part of a BellSouth Metro Ethernet service network within a metropolitan area. A Dedicated BellSouth Metro Ethernet service Connection operating at either of these speeds is only capable of interconnecting with one other Dedicated BellSouth Metro Ethernet service Connection in the same metropolitan area. (N)
- A Dedicated 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 Dedicated BellSouth Metro Ethernet service Connection. Customer locations¹ greater than 10 miles from the Dedicated BellSouth Metro Ethernet service wire center also require BellSouth Metro Ethernet service Additional Mileage charges. (N)
- L. BellSouth Metro Ethernet service 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 premises¹ is greater than 10 miles in length. The additional mileage is measured in airline miles from the customer premises¹ 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. (N)
- BellSouth Metro Ethernet service Additional Mileage charges apply to Basic, Premium and Dedicated 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. (N)
- M. Priority Plus is an optional feature available to customers with Premium BellSouth Metro Ethernet service. Priority Plus provides the customer with 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. (N)
- N. Q-Forwarding is an optional feature available to customers with Premium BellSouth Metro Ethernet service. Q-Forwarding provides VLAN aggregation across a common physical connection. This feature supports customer aggregation of traffic from multiple Metro Ethernet Customer Networks (referred to as VLANS). This aggregated traffic can be transported back to a central location and across a common Metro Ethernet Service Connection (referred to as the "aggregation" connection). Q-Forwarding utilizes IEEE 802.1Q VLAN Tagging procedures. (N)
- 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. (N)
- 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 an "aggregation" connection. (N)
- The Q-Forwarding Network Assignment Charge is a charge to provision each Metro Ethernet Customer Network to the Q-Forwarding "aggregation" connection. The Q-Forwarding Network Assignment Charge applies for each VLAN connected to the Q-Forwarding "aggregation" connection. (N)
- O. Metro Ethernet Reporting is an optional feature available to customers with Premium BellSouth Metro Ethernet service. Metro Ethernet Reporting provides customers a view into their BellSouth Metro Ethernet service network via the use of a web interface and security card. Metro Ethernet Reporting 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. This feature is only available to customers purchasing Premium BellSouth Metro Ethernet service. (N)
- Customers who subscribe to Metro Ethernet Reporting must monitor their entire BellSouth Metro Ethernet Network. The Metro Ethernet Reporting Charge is applicable for each Premium Metro Ethernet Service Connection. (N)
- The Metro Ethernet Reporting Service Establishment Charge is a nonrecurring charge that applies to initially establish a new Metro Ethernet Service customer account. A customer with an existing Metro Ethernet Reporting customer account from another BellSouth jurisdiction may re-use that customer account. (N)

Note 1: And as alternatively set forth in E7.4.32.A.5. following. (N)

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.18 BellSouth Metro Ethernet Service (Cont'd)

O. (Cont'd)

All customers purchasing Metro Ethernet Reporting must have a web interface that will allow 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. An initial web interface (Web Interface Charge - First) is provided with the initial establishment of a customer account. A monthly charge and a nonrecurring charge are applicable for each additional web interface requested for a customer account (Web Interface Charge – Each Additional).

A security card is required to access a 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 the initial and additional cards requested and for the issuance of additional cards to replace lost, damaged or expired cards. A nonrecurring charge is applicable per security card requested.

P. BellSouth Metro Ethernet service Customer networks comprised of Premium 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 E7.4.32.C. following.

Q. Subsequent to its initial installation, a customer may request to reconfigure or change a BellSouth Metro Ethernet service Connection. The Service Reconfiguration Charge or System Reconfiguration Charge will be the nonrecurring charge applicable for such a request; the appropriate nonrecurring charge will be based upon the reconfiguration or change requested, as specifically described and set forth in E7.4.32 following.

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. DEDICATED ACCESS SERVICES

E7.3 Channel Interface and Network Channel Codes

(M)

This section explains the Channel Interface codes and Network Channel codes that the customer must specify when ordering Dedicated Access Service. Included is an example which explains the specific characters of the code, a glossary of Channel Interface codes, impedance levels, and Network Channel codes. Compatible Channel Interface codes are contained in the services respective Technical Reference Publications as indicated in E7.2.

(M)

Example: If the customer specifies a LB Network Channel Code and a 2LC8 Channel Interface at the customer's premises, the following is being requested:

(M)

LB = Voice Grade (a.k.a. BellSouth SPA DS0 VG) Channel with a Predefined Technical Specification Package (1)

(M)

 2 = Number of physical wires at customer premises

(M)

LC = Facility interface for Type C Signaling

(M)

 8 = Variable impedance level

(M)

E7.3.1 Glossary of Channel Interface Codes and Options

(M)

<u>Code - Option</u>	<u>Definition</u>	
<u>AB -</u>	<u>Accepts 20 Hz ringing signal at customer's point of termination</u>	(M)
<u>AC -</u>	<u>Accepts 20 Hz ringing signal at the customer's point of termination</u>	(M)
<u>CS -</u>	<u>Digital hierarchy interface at Digital Crossconnect System (DCS)</u>	(M)
<u> - EA</u>	<u>E & M Signaling</u>	(M)
<u> - GO</u>	<u>Ground Start Loop Signaling-Open End</u>	(M)
<u> - GS</u>	<u>Ground Start Loop Signaling-Closed End</u>	(M)
<u> - LO</u>	<u>Loop Start Loop Signaling-Open End</u>	(M)
<u> - LS</u>	<u>Loop Start Loop Signaling-Closed End</u>	(M)
<u> - NO</u>	<u>Transmission Only - No Signaling</u>	(M)
<u> - R</u>	<u>(DS0) Customer Reconfigurable Voice Grade Service</u>	(M)
<u> - 10R</u>	<u>DS1 to DS0 Customer Reconfigurable</u>	(M)
<u> - 10R</u>	<u>DS1 to DS0 Customer Reconfigurable</u>	(M)
<u> - 10</u>	<u>DS1 to DS0</u>	(M)

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FLORIDA

ACCESS SERVICES TARIFF

~~Fifth~~ ~~Fourth~~ Revised Page 34
Cancels ~~Third~~ Revised Page 34

ISSUED: ~~November 30, 2001~~ February 4, 2005

Fourth
EFFECTIVE: ~~December 30, 2001~~
March 7, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.1 Types of Rates and Charges (Cont'd)

A. (Cont'd)

Digital Data Access Service and Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) service are offered under two contract plans. Contract plan rates are available in payment periods from twenty-four to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff. (These payment periods are an exception to those listed in E2.4 of this Tariff.) Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. ~~preceding of this Tariff~~. However, a Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in 2. following. The Termination Liability Charge is determined by multiplying the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed. An example is provided in 1. following. (T)

The following list identifies the individual Dedicated Access Services provided under Section E7. of this Tariff which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in E2.4.10 ~~preceding of this Tariff~~. Customers with these services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement service order interval is four days or less as measured from the Application Date of the order. (T)

- Voice Grade (a.k.a. BellSouth SPA DS0 VG),

- Digital Data Access (a.k.a. BellSouth SPA Derived Data Channel) service¹, (T)

- High Capacity (a.k.a. BellSouth SPA High Capacity) service

~~(DELETED)~~ (D)

- SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) (T)

Provided, however, that the following ~~service is~~ services are not eligible for such credit. (T)

- FlexServSM service (a.k.a. BellSouth SPA Customer Reconfiguration) (T)

- BellSouth Metro Ethernet service (N)

1. A customer subscribes to Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service using the twenty-four to forty-two month payment plan. The contract plan period is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is calculated as follows:

$$\text{Termination Liability Charge} = (30 \text{ months} \times \text{monthly rate}) - (12 \text{ months} \times \text{monthly rate})$$

2. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in E2.4.9.A.4.b. of this Tariff, or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in E2.4.9.A.4.b. of this Tariff are satisfied. (T)

Note 1: The Data Over Voice Channel optional feature is not eligible for such credit.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

~~Third~~ Second Revised Page 38

Cancels ~~First~~ Revised Page 38

Second

ISSUED: ~~November 30, 2004~~ February 4, 2005

EFFECTIVE: ~~December 30, 2004~~

BY: Joseph P. Lacher, President -FL
Miami, Florida

March 7, 2005

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.1 Types of Rates and Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

3. Service Rearrangements (Cont'd)

- If the change involves changing a customer's 1.544 Mbps high capacity service, as described in E7.2.9 preceding, to SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring), the change will be considered a disconnect of the existing service and full nonrecurring charges apply for the SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring). If the existing 1.544 Mbps high capacity service is provided under a Channel Services Payment Plan (CSPP) agreement, a change to SMARTPathSM service (a.k.a. BellSouth SPA Shared Ring) under CSPP will be considered an upgrade and termination liability charges will not apply. (T)

- If the change involves changing (reconfiguring) an existing BellSouth Metro Ethernet service Connection, appropriate charges provided in E7.4.32 following apply. (N)

- For all other changes, including a change of the customer of record involving no physical changes to the service provided or the addition of optional features without separate nonrecurring charges, a charge equal to a Local Channel rate element nonrecurring charge will apply. Only one such charge will apply per service, per change.

4. Transfer of Service

When a change in billing data (e.g., name, address, contact name, or telephone number) is requested in association with a change in the customer of record, transfer of service charges, as set forth in E7.5.13 following will apply. Charges are applied on a Billing Account Number (BAN) and per circuit basis.

E7.4.2 Dedicated Access Services Capable of Using the Local Exchange Network

A. General

When a Dedicated Access Line, intraLATA interexchange private line or Private Bypass facility is connected to a device capable of interconnecting the Dedicated Access line, intraLATA interexchange private line or Private Bypass facility to the Local Exchange Network, the Exchange Service Rate associated with that device (e.g., the PBX trunk in the case of a PBX) will be rated as Message or Measured Service as specified in the Local Exchange Company's General Subscriber Service Tariff.

B. Application of Measured or Message Service

Application of Measured or Message exchange service charges for services existing on the effective date of this Tariff will commence March 16, 1986, unless the certification process described in C. following is met on or before February 8, 1986. For new Dedicated Access services, intraLATA interexchange private line or Private Bypass facilities ordered on or after the effective date of this Tariff and terminating for an end user at the same address at which a PBX trunk or other similar exchange service is also provided, that exchange service will automatically be rated on a Measured or Message basis unless the certification process described in C. following is met. Measured or Message service rates will be applied at the discretion of the Local Exchange Company for exchange services not certified by the process described in C., following.

BELLSOUTH
TELECOMMUNICATIONS, INC.
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ACCESS SERVICES TARIFF

~~Fifth~~~~Fourth~~ Revised Page 39
Cancels ~~Third~~ Revised Page 39

ISSUED: ~~November 30, 2001~~ February 4, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

Fourth
EFFECTIVE: ~~December 30, 2001~~
March 7, 2005

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.2 Dedicated Access Services Capable of Using the Local Exchange Network (Cont'd)

C. Certification Process

The certification will be in the form of a written notification to the Company certifying that calls are not completed into the Local Exchange Network over the Dedicated Access line, intraLATA interexchange private line or Bypass Facility. The notification may be provided (1) on or before February 8, 1986, for service existing on the effective date, (2) at the time new service is ordered or (3) at such time the Dedicated Access service, intraLATA interexchange private line or Bypass Facility is reterminated to a device not capable of interconnecting to the local exchange network. If a written certification is not received at the time an order for service is placed, message/measured exchange service will apply. Exempt status will become effective on the date certification is received by the Company.

D. Change of Status

The Company will cease billing message/measured exchange service rates when certification that the service has become exempt as set forth in C., preceding is received.

E7.4.3 Reserved for Future Use

E7.4.4 Minimum Periods

The minimum service periods are specified in ~~E5.2.5~~ E5.2.6 of this Tariff, except for SMARTPath[®] service (a.k.a. BellSouth SPA Shared Ring), BellSouth Metro Ethernet service and SmartRing[®] service (a.k.a. BellSouth Dedicated Ring) whose minimum service period is 4 months. (C)

~~(DELETED)~~ (D)

The minimum service period for High Capacity ICB (a.k.a. BellSouth SPA High Capacity) services is specified in the Individual Case Basis Filing.

E7.4.5 Moves

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

- The Point of Termination at the customer's premises
- The customer's premises

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

A. Moves Within the Same Building

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

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

<u>E7.4.18 Reserved For Future Use</u>	(N)
<u>E7.4.19 Reserved For Future Use</u>	(N)
<u>E7.4.20 Reserved For Future Use</u>	(N)
<u>E7.4.21 Reserved For Future Use</u>	(N)
<u>E7.4.22 Reserved For Future Use</u>	(N)
<u>E7.4.23 Reserved For Future Use</u>	(N)
<u>E7.4.24 Reserved For Future Use</u>	(N)
<u>E7.4.25 Reserved For Future Use</u>	(N)
<u>E7.4.26 Reserved For Future Use</u>	(N)
<u>E7.4.27 Reserved For Future Use</u>	(N)
<u>E7.4.28 Reserved For Future Use</u>	(N)
<u>E7.4.29 Reserved For Future Use</u>	(N)
<u>E7.4.30 Reserved For Future Use</u>	(N)
<u>E7.4.31 Reserved For Future Use</u>	(N)

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service

A. General

1. The minimum service period for BellSouth Metro Ethernet service is four months. (N)
2. Suspension of BellSouth Metro Ethernet service is not allowed. (N)
3. BellSouth Metro Ethernet service is available 24 hours per day, 7 days per week, except for preventive maintenance. (N)
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 will be unavailable during the period of time when preventive maintenance is being performed. This could result in the service being unavailable during the period between 1:00 AM and 5:00 AM Eastern Time on Sundays and Wednesdays. However, the Company reserves the right to perform maintenance at any time at its discretion that it believes such maintenance is necessary. The Company will make a reasonable effort to provide notice to those customers likely to be affected by such maintenance work. (N)
4. Obligations of customer and Company: (N)
 - (a) The Company is not responsible for the installation, operation or maintenance of any equipment provided by the customer. (N)
 - (b) The customer is responsible for the provision and maintenance of all customer provided equipment and to insure that the operating characteristics of this equipment is comparable with and does not interfere with the service offered by the Company. (N)
 - (c) At the BellSouth Metro Ethernet 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. (N)
5. In some cases, the Company and another Incumbent Local Exchange Company (ILEC) may agree to jointly provide a customer Metro Ethernet Service. The rates and charges for the BellSouth Metro Ethernet service Connection are applicable for such connectivity; charges for BellSouth Metro Ethernet Additional Mileage are also applicable when the mileage from the BellSouth/ILEC 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 ILEC). 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. (N)

B. Rate Categories and Regulations

1. The following rate categories apply for BellSouth Metro Ethernet service. Applicable rates and charges are provided in E7.5.22 following. (N)
 - (a) Basic BellSouth Metro Ethernet service Connection (N)
 - (b) Premium BellSouth Metro Ethernet service Connection (N)
 - (c) Dedicated BellSouth Metro Ethernet service Connection (N)
 - (d) BellSouth Metro Ethernet service Additional Mileage Charges (N)
 - (e) Priority Plus Feature (N)
 - (f) Q-Forwarding Feature (N)
 - (g) Metro Ethernet Reporting Feature (N)
 - (h) Service Reconfiguration Charge (N)
 - (i) System Reconfiguration Charge (N)

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

B. Rate Categories and Regulations (Cont'd)

2. BellSouth Metro Ethernet service is available under month-to-month rates as provided in E7.5.22.A. following or under the optional Transport Payment Plan (TPP) (as described in E2.4.9.C. of this Tariff) to receive the TPP rates provided in E7.5.22.B. following. (N)
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 5. following. (N)
4. A hierarchy of the various BellSouth Metro Ethernet service Connections by capability (i.e., dedicated, basic and premium) and speed is provided in the chart in 5. following. This chart provides a higher order of service ranking that is utilized to determine the appropriate nonrecurring charges for service reconfiguration requests. This ranking is also utilized to determine if termination liability is applicable for specific reconfiguration requests if the service is under a TPP term commitment. (N)
5. 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 (BellSouth Metro Ethernet service hierarchy). (N)

<u>Metro Ethernet Connection (Mbps):</u>	<u>Physical Service Type:</u>	<u>Higher Order of Service (Mbps):</u>
-Dedicated 100	Dedicated I	Basic 1000; Dedicated 1000; Premium ¹ 100, 250 or 500
-Dedicated 1000	Dedicated II	Premium ¹ 500
-Basic 10	Basic I	Basic 100 or 1000; Premium ¹ 10, 20, 50, 100, 250 or 500
-Basic 100	Basic II	Basic 1000; Premium ¹ 100, 250 or 500
-Basic 1000	Basic III	Premium ¹ 500
-Premium ¹ 10	Premium I	Basic 1000; Premium ¹ 20, 50, 100, 250 or 500
-Premium ¹ 20	Premium I	Basic 1000; Premium ¹ 50, 100, 250 or 500
-Premium ¹ 50	Premium I	Premium ¹ 100, 250 or 500
-Premium ¹ 100	Premium II	Premium ¹ 250 or 500
-Premium ¹ 250	Premium II	Premium ¹ 500
-Premium ¹ 500	Premium II	None offered at this time

Note in the above chart that the reference to Dedicated/Basic 1000 Mbps refers to Dedicated/Basic I Gbps. (N)

6. A BellSouth Metro Ethernet reconfiguration nonrecurring charge is applicable for a customer request to reconfigure (rearrange) an existing BellSouth Metro Ethernet Connection. The appropriate reconfiguration charge is dependent upon the physical work required to fulfill the request and applies in lieu of other nonrecurring charges. (N)
A Service Reconfiguration Charge is applicable for requests where the work required is a minor change that does not involve changing the physical service type. The Service Reconfiguration Charge is applicable for a request to change an existing connection to a different connection that is the same physical service type and is applicable for a request to change a Premium connection from fixed mode to burst mode (and vice versa). (N)
A System Reconfiguration Charge is applicable for requests where the work required involves changing to a different physical service type or involves major support system changes. The System Reconfiguration Charge is applicable for requests to change an existing connection to a different connection that is a different physical service type, 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). (N)
7. A reconfiguration charge is applicable for a customer request to reconfigure an existing BellSouth Metro Ethernet Connection to a different BellSouth Metro Ethernet Connection that is a higher order of service; the appropriate reconfiguration charge is applicable in lieu of the standard nonrecurring charge for the higher order of service connection. A Service Reconfiguration Charge is applicable when the higher order of service connection is the same physical service type; a System Reconfiguration Charge is applicable when the higher order of service connection is a different physical service type. New minimum period requirements are established for the higher order of service connection. (N)

Note 1: Fixed Mode or Burst Mode.

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

B. Rate Categories and Regulations (Cont'd)

8. 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. Such a change is not treated as a disconnect and there will be no change in the minimum period requirements. (N)
9. Except as specified in 8. preceding, a BellSouth Metro Ethernet Connection not shown as a higher order of service in the hierarchy chart in 5. preceding for a given BellSouth Metro Ethernet Connection is considered to be a lower order of service. A reconfiguration charge is applicable for a customer request to change an existing BellSouth Metro Ethernet Connection to a different BellSouth Metro Ethernet Connection that is a lower order of service; the appropriate reconfiguration charge is applicable in lieu of the standard nonrecurring charge for the lower order of service connection. A Service Reconfiguration Charge is applicable when the lower order of service connection is the same physical service type; a System Reconfiguration Charge is applicable when the lower order of service is a different physical service type. New minimum period requirements are established for the lower order of service connection. (N)
10. A System Reconfiguration Charge is applicable for a customer request to change the premises powering option (AC power to DC power) 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. (N)
11. A move of a BellSouth Metro Ethernet service will be as follows (in accordance with E7.4.5 preceding and, if applicable, E2.4.9.C.5. of this Tariff). (N)
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 of the Connection nonrecurring charge. There will be no change in the minimum period requirements. (N)
When the move is to a new location in a different building that is within the same serving wire center, the charge for the move will be the nonrecurring charge for the BellSouth Metro Ethernet service Connection. New minimum period requirements will be established. (N)
When the move is to a new location in a different building that is not in the same serving wire center, the request is treated as a discontinuance and start of service and all associated BellSouth Metro Ethernet service nonrecurring charges will apply. New minimum period requirements will be established. (N)

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

C. Service Level Agreement for BellSouth Metro Ethernet service

Customer networks with Premium BellSouth Metro Ethernet service and Metro Ethernet Reporting are provided Service Level Agreements (SLAs) as summarized herein E7.4.32.C. BellSouth Metro Ethernet Service SLAs outlined herein specify the Company's repair and performance commitments for Metro Ethernet Reporting customers. Details of the technical measurements and performance results methodologies for each commitment are provided in BellSouth Technical Reference TR-73632.

In accordance with E7.4.32.C.3.(c) following, credits are available for missed commitments to customers purchasing Premium BellSouth Metro Ethernet service with 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 Telephone Company will deliver to Metro Ethernet Reporting customers:

Repair Commitment:

- BellSouth Metro Ethernet service Time-to-Repair

Network Service Level Commitments:

- BellSouth Metro Ethernet service Core Network Availability
- BellSouth Metro Ethernet service Core Network Latency

The Repair Commitment is measured on a per occurrence basis for each BellSouth Metro Ethernet Connection. A Fault Report is produced thru the Metro Ethernet Reporting system that aids identification of potential outage durations upon which credits may be requested.

The Network Service Level Commitments are measured on the monthly performance of the Metro Ethernet core network during a specific calendar month. An SLA Report is produced thru the Metro Ethernet Reporting system that provides details of missed Network Service Level Commitments upon which credits may be requested based upon a specific calendar month's performance results.

The Company's performance measurement data for the Repair Commitment and Network Service Level Commitments will be collected and calculated utilizing the Company's internal processes as set forth in BellSouth Technical Reference TR-73632. The Company's calculation of its performance shall be the sole determinate of the Company's obligation to provide a credit for a missed performance commitment.

1. SLA Definitions

BellSouth Metro Ethernet service Time to Repair

- BellSouth Metro Ethernet service Time-To-Repair measures the outage duration on a customer's BellSouth Metro Ethernet Connection. This measure will require the customer to report the problem to the BellSouth repair center.
- The repair interval will start with the time the trouble ticket is created and end when the fault is re-mediated. The Service Level Commitment measurement will be based on each individual trouble ticket for a customer's connection. Time for scheduled maintenance windows (as set forth in E7.4.32.A.3. preceding) does not count towards SLA threshold.

BellSouth Metro Ethernet service Network Availability

- BellSouth Metro Ethernet service Network Availability measures the percentage of time during a calendar month that the customer's service is unavailable on the core network. The 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 Availability SLA, and one will not be provided.
- This Service Level Commitment will be calculated by measuring and summing the outage for each core 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 (as set forth in E7.4.32.A.3. preceding) and time the network was unavailable due to circumstances outside the Company's control (as set forth in E7.4.32.C.3.(b) following).

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

C. Service Level Agreement for BellSouth Metro Ethernet service¹ (Cont'd)

1. SLA Definitions (Cont'd)

BellSouth Metro Ethernet service Network Latency

- BellSouth Metro Ethernet service Network Latency measures average one-way delay in milliseconds within the core network. The 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.
- This Service Level Commitment will be calculated by averaging the measured latency of simulated traffic within the Metro Ethernet Customer Network (i.e., between each pair of connections) during a calendar month.

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

- BellSouth Metro Ethernet service Time-To-Repair – 4 hours or less
- BellSouth Metro Ethernet service Network Availability – 99.9% or higher
- BellSouth Metro Ethernet service Network Latency – 55 milliseconds or less

3. SLA Restrictions

- (a) The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet service. The customer network design requirements are as follows:
 - A customer must subscribe to the Metro Ethernet Premium Service with Metro Ethernet Reporting to receive credits for missed Service Level Commitments.
 - Credits are not provided for partial month service.
 - A customer's account must be current to receive a credit.
- (b) 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 can be defined as, but not limited to, the following:
 - any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service.
 - labor difficulties, governmental orders, civil commotions, acts of civil or military authority, embargoes, epidemics, declared National Emergencies, criminal actions against the Company, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, power blackouts, acts of God (including, but not limited to, earthquakes, floods or unusually severe weather) 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 premises.
- (c) The Customer must request a credit within one month of the Company missing a BellSouth Metro Ethernet service Level Commitment. The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure.

Note 1: Details of the technical measurements and performance results methodologies for each Commitment are provided in BellSouth Technical Reference TR-73632.

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

C. Service Level Agreement for BellSouth Metro Ethernet service¹ (Cont'd)

4. SLA Credits for Metro Ethernet Reporting

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

BellSouth Metro Ethernet service Time-To-Repair:

- 0 to 4 hours per incident: No Credit
- Over 4 hours to 24 hours per incident: A credit equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection
- Each additional 24-hour period, per incident: Credit an additional amount equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection

BellSouth Metro Ethernet service Network Availability:

- A credit equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.

BellSouth Metro Ethernet service Network Latency:

- A credit equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.

The SLA credit amount will be determined by applying the credits outlined preceding to the rate elements or total billed revenues specified following.

The total credits issued for all SLAs for a specific BellSouth Metro Ethernet service Connection during a single bill period may not exceed the total monthly recurring charges billed for all the rate elements associated with that BellSouth Metro Ethernet service Connection. Credits are not provided for partial month service.

- (a) BellSouth Metro Ethernet service Time-To-Repair Credit – The Service Level Commitment measurement will be based on each individual trouble ticket for a customer's connection. Multiple trouble tickets on the same day for the same customer connection will only be eligible for one time-to-repair credit. The SLA credit will apply to the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.
- (b) BellSouth Metro Ethernet service Network Availability Credit³ – The Service Level commitment measurement will be based on a specific calendar month's performance. The credit will apply for each BellSouth Metro Ethernet service connection that does not meet the availability commitment. The SLA credit will apply to the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.
- (c) BellSouth Metro Ethernet service Latency Credit³ – The Service Level commitment measurement will be based on a specific calendar month's performance. The credit will apply for each BellSouth Metro Ethernet service connection that does not meet the latency commitment. The SLA credit will apply to the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.

Note 1: Details of the technical measurements and performance results methodologies for each Commitment are provided in BellSouth Technical Reference TR-73632.

Note 2: Specifically, rate elements for the Metro Ethernet Connection, Additional Mileage and Features.

Note 3: BellSouth Metro Ethernet networks that do not span more than one switch in the core network are not eligible for credits under this SLA.

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.20 Reserved For Future Use (N)

E7.5.21 Reserved For Future Use (N)

E7.5.22 BellSouth Metro Ethernet Service (N)

A. Rates and charges for month-to-month service (N)

1. Basic BellSouth Metro Ethernet Service Arrangements (N)

(a) 10 Mbps Basic Connection (N)

	<u>Nonrecurring</u>	<u>Month</u>	<u>USOC</u>	
	<u>Charge</u>	<u>to</u>	<u>Month</u>	
	<u>\$ 900.00</u>	<u>\$ 680.00</u>	<u>MTEBA</u>	(N)
<u>- Per Connection</u>				
<u>(b) 100 Mbps Basic Connection</u>				(N)
<u>- Per Connection</u>	<u>900.00</u>	<u>1,310.00</u>	<u>MTEBB</u>	(N)
<u>(c) 1 Gbps Basic Connection</u>				(N)
<u>- Per Connection</u>	<u>1,000.00</u>	<u>2,850.00</u>	<u>MTEBC</u>	(N)

2. Premium BellSouth Metro Ethernet Service Arrangements (N)

(a) 10 Mbps Premium Connection (N)

<u>- Per Connection, Fixed Mode</u>	<u>900.00</u>	<u>904.00</u>	<u>MTEP3</u>	(N)
<u>- Per Connection, Burst Mode</u>	<u>900.00</u>	<u>1,133.00</u>	<u>MTEE3</u>	(N)

(b) 20 Mbps Premium Connection (N)

<u>- Per Connection, Fixed Mode</u>	<u>900.00</u>	<u>1,128.00</u>	<u>MTEP4</u>	(N)
<u>- Per Connection, Burst Mode</u>	<u>900.00</u>	<u>1,268.00</u>	<u>MTEE4</u>	(N)

(c) 50 Mbps Premium Connection (N)

<u>- Per Connection, Fixed Mode</u>	<u>900.00</u>	<u>1,488.00</u>	<u>MTEP5</u>	(N)
<u>- Per Connection, Burst Mode</u>	<u>900.00</u>	<u>1,545.00</u>	<u>MTEE5</u>	(N)

(d) 100 Mbps Premium Connection (N)

<u>- Per Connection, Fixed Mode</u>	<u>1,000.00</u>	<u>1,800.00</u>	<u>MTEP6</u>	(N)
<u>- Per Connection, Burst Mode</u>	<u>1,000.00</u>	<u>2,018.00</u>	<u>MTEE6</u>	(N)

(e) 250 Mbps Premium Connection (N)

<u>- Per Connection, Fixed Mode</u>	<u>1,000.00</u>	<u>2,248.00</u>	<u>MTEP7</u>	(N)
<u>- Per Connection, Burst Mode</u>	<u>1,000.00</u>	<u>2,415.00</u>	<u>MTEE7</u>	(N)

(f) 500 Mbps Premium Connection (N)

<u>- Per Connection, Fixed Mode</u>	<u>1,000.00</u>	<u>2,992.00</u>	<u>MTEP8</u>	(N)
<u>- Per Connection, Burst Mode</u>	<u>1,000.00</u>	<u>3,098.00</u>	<u>MTEE8</u>	(N)

3. Dedicated BellSouth Metro Ethernet Service Arrangements (N)

(a) 100 Mbps Dedicated Connection (N)

<u>- Per Connection</u>	<u>900.00</u>	<u>1,728.00</u>	<u>MTEDB</u>	(N)
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(b) 1 Gbps Dedicated Connection (N)

<u>- Per Connection</u>	<u>1,000.00</u>	<u>3,448.00</u>	<u>MTEDC</u>	(N)
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ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd) (N)

A. Rates and charges for month-to-month service (Cont'd) (N)

4. BellSouth Metro Ethernet Service Additional Mileage (N)

(a) BellSouth Metro Ethernet Service Additional Mileage: (N)

Basic, Premium and Dedicated arrangements, greater than (N)
10 miles through 25 miles (N)

	<u>Month</u> <u>to</u> <u>Month</u>	<u>USOC</u>	
<u>- Per 10 – 50 Mbps Connection</u>	<u>\$ 333.00</u>	<u>MTEMA</u>	(N)
<u>- Per 100 – 250 Mbps Connection</u>	<u>414.00</u>	<u>MTEMB</u>	(N)
<u>- Per 500 Mbps – 1 Gbps Connection</u>	<u>504.00</u>	<u>MTEMC</u>	(N)

(b) BellSouth Metro Ethernet Service Additional Mileage: (N)

Basic, Premium and Dedicated arrangements, greater than (N)
25 miles through 35 miles (N)

<u>- Per 10 – 50 Mbps Connection</u>	<u>558.00</u>	<u>MTEME</u>	(N)
<u>- Per 100 – 250 Mbps Connection</u>	<u>702.00</u>	<u>MTEMF</u>	(N)
<u>- Per 500 Mbps – 1 Gbps Connection</u>	<u>837.00</u>	<u>MTEMG</u>	(N)

(c) BellSouth Metro Ethernet Service Additional Mileage: (N)

Basic, Premium and Dedicated arrangements, greater than (N)
35 miles through 50 miles (N)

<u>- Per 10 – 50 Mbps Connection</u>	<u>873.00</u>	<u>MTEMJ</u>	(N)
<u>- Per 100 – 250 Mbps Connection</u>	<u>1,089.00</u>	<u>MTEMK</u>	(N)
<u>- Per 500 Mbps – 1 Gbps Connection</u>	<u>1,314.00</u>	<u>MTEML</u>	(N)

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd)

B. Rates and charges for Transport Payment Plan

1. Basic BellSouth Metro Ethernet Service Arrangements

(a) 10 Mbps Basic Connection

Transport Payment Plan Rates

	<u>Non- Recurring Charge</u>	<u>A 12-36 Mos</u>	<u>B 37-60 Mos</u>	<u>C 61-96 Mos</u>	<u>USOC</u>
- Per Connection	\$ -	\$ 630.00	\$ 599.00	\$ 550.00	MTEBA
<u>(b) 100 Mbps Basic Connection</u>					
- Per Connection	-	1,180.00	1,121.00	1,065.00	MTEBB
<u>(c) 1 Gbps Basic Connection</u>					
- Per Connection	-	2,565.00	2,437.00	2,315.00	MTEBC

2. Premium BellSouth Metro Ethernet Service Arrangements

(a) 10 Mbps Premium Connection

- Per Connection, Fixed Mode	-	720.00	684.00	650.00	MTEP3
- Per Connection, Burst Mode	-	900.00	855.00	812.00	MTEE3

(b) 20 Mbps Premium Connection

- Per Connection, Fixed Mode	-	904.00	859.00	816.00	MTEP4
- Per Connection, Burst Mode	-	1,013.00	962.00	914.00	MTEE4

(c) 50 Mbps Premium Connection

- Per Connection, Fixed Mode	-	1,192.00	1,132.00	1,075.00	MTEP5
- Per Connection, Burst Mode	-	1,238.00	1,176.00	1,117.00	MTEE5

(d) 100 Mbps Premium Connection

- Per Connection, Fixed Mode	-	1,440.00	1,368.00	1,300.00	MTEP6
- Per Connection, Burst Mode	-	1,613.00	1,532.00	1,455.00	MTEE6

(e) 250 Mbps Premium Connection

- Per Connection, Fixed Mode	-	1,800.00	1,710.00	1,625.00	MTEP7
- Per Connection, Burst Mode	-	1,935.00	1,838.00	1,746.00	MTEE7

(f) 500 Mbps Premium Connection

- Per Connection, Fixed Mode	-	2,392.00	2,272.00	2,158.00	MTEP8
- Per Connection, Burst Mode	-	2,475.00	2,351.00	2,233.00	MTEE8

3. Dedicated BellSouth Metro Ethernet Service Arrangements

(a) 100 Mbps Dedicated Connection

- Per Connection	-	1,384.00	1,248.00	1,186.00	MTEDB
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(b) 1 Gbps Dedicated Connection

- Per Connection	-	2,760.00	2,488.00	2,364.00	MTEDC
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ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
 Miami, Florida

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd) (N)

B. Rates and charges for Transport Payment Plan (Cont'd) (N)

4. BellSouth Metro Ethernet Service Additional Mileage (N)

(a) BellSouth Metro Ethernet Service Additional Mileage: (N)

Basic, Premium and Dedicated arrangements, greater than (N)

10 miles through 25 miles (N)

Transport Payment Plan Rates

	<u>Non-</u>	<u>A</u>	<u>B</u>	<u>C</u>	
	<u>Recurring</u>	<u>12-36</u>	<u>37-60</u>	<u>61-96</u>	
	<u>Charge</u>	<u>Mos</u>	<u>Mos</u>	<u>Mos</u>	<u>USOC</u>
	<u>\$ -</u>	<u>\$ 333.00</u>	<u>\$ 333.00</u>	<u>\$ 333.00</u>	
- Per 10 – 50 Mbps Connection					<u>MTEMA</u> (N)
- Per 100 – 250 Mbps Connection	:	<u>414.00</u>	<u>414.00</u>	<u>414.00</u>	<u>MTEMB</u> (N)
- Per 500 Mbps – 1 Gbps Connection	:	<u>504.00</u>	<u>504.00</u>	<u>504.00</u>	<u>MTEMC</u> (N)

(b) BellSouth Metro Ethernet Service Additional Mileage: (N)

Basic, Premium and Dedicated arrangements, greater than (N)

25 miles through 35 miles (N)

- Per 10 – 50 Mbps Connection : 558.00 558.00 558.00 MTEME (N)

- Per 100 – 250 Mbps Connection : 702.00 702.00 702.00 MTEMF (N)

- Per 500 Mbps – 1 Gbps Connection : 837.00 837.00 837.00 MTEMG (N)

(c) BellSouth Metro Ethernet Service Additional Mileage: (N)

Basic, Premium and Dedicated arrangements, greater than (N)

35 miles through 50 miles (N)

- Per 10 – 50 Mbps Connection : 873.00 873.00 873.00 MTEMJ (N)

- Per 100 – 250 Mbps Connection : 1,089.00 1,089.00 1,089.00 MTEMK (N)

- Per 500 Mbps – 1 Gbps Connection : 1,314.00 1,314.00 1,314.00 MTEML (N)

ISSUED: February 4, 2005

EFFECTIVE: March 7, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd)

B. Rates and charges for Transport Payment Plan (Cont'd)

5. Priority Plus Feature¹

Transport Payment Plan Rates

<u>Non- Recurring Charge²</u>	<u>A 12-36 Mos</u>	<u>B 37-60 Mos</u>	<u>C 61-96 Mos</u>	<u>USOC MTETP</u>
- Per Connection	\$ 95.00	\$ 85.00	\$ 80.00	

6. O-Forwarding Feature¹

(a) O-Forwarding Service Establishment Charge

<u>Nonrecurring Charge²</u>	<u>USOC MTEQF</u>
\$400.00	

- Per Connection

(b) O-Forwarding Network Assignment Charge

Transport Payment Plan Rates

<u>Non- Recurring Charge²</u>	<u>A 12-36 Mos</u>	<u>B 37-60 Mos</u>	<u>C 61-96 Mos</u>	<u>USOC MTEQN</u>
- Per Network, Per Connection	\$ 65.00	\$ 60.00	\$ 55.00	

7. Metro Ethernet Reporting Feature¹

(a) Metro Ethernet Reporting, Service Establishment Charge

<u>Nonrecurring Charge²</u>	<u>USOC MTERE</u>
\$ 225.00	

- Per Customer Account

(b) Metro Ethernet Reporting Charge

Transport Payment Plan Rates

<u>Non- Recurring Charge²</u>	<u>A 12-36 Mos</u>	<u>B 37-60 Mos</u>	<u>C 61-96 Mos</u>	<u>USOC MTERC</u>
- Per Connection	\$ 8.00	\$ 6.00	\$ 5.00	

(c) Metro Ethernet Reporting, Web Interface Charge

- First = = = = MTERI (N)

- Each Additional 65.00 18.00 15.00 13.00 MTERW (N)

(d) Metro Ethernet Reporting, Security Card

<u>Nonrecurring Charge²</u>	<u>USOC MTERS</u>
\$ 200.00	

- Each

8. Service Reconfiguration Charge

(a) Per Request

- Per Connection 200.00 MTESR (N)

9. System Reconfiguration Charge

(a) Per Request

- Per Connection 900.00 MTESY (N)

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

Note 2: This nonrecurring charge is applicable to service under a TPP arrangement. (N)

BELLSOUTH
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ACCESS SERVICES TARIFF

~~Fifth~~^{Fourth} Revised Page 1

Cancel ~~Third~~ Revised Page 1

Fourth

~~EFFECTIVE: December 30, 2001~~

March 7, 2005

~~ISSUED: November 30, 2001~~ February 4, 2005

BY: Joseph P. Lacher, President -FL
Miami, Florida

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BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: ~~December 22, 1998~~ February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

ACCESS SERVICES TARIFF

~~Fourth-Third~~ Revised Page 2
 Cancels ~~Second~~ Revised Page 2
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 EFFECTIVE: ~~January 6, 1999~~
 March 7, 2005

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 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: ~~June 23, 2003~~ February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

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E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

B. Fast Packet Services Payment Plan (Cont'd)

9. Prepayment

- a. Upon entering into a Fast Packet SPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the Fast Packet SPP arrangement. The Company retains full ownership of services in accordance with E2.4.7 preceding. The following conditions apply:
 - (1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
 - (2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the Fast Packet SPP arrangement for all months remaining in the service period.
 - (3) The same prepayment percentage will apply in the event the customer adds services to an existing Fast Packet SPP arrangement subsequent to the establishment of the service.
 - (4) When the customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement.
 - (5) Customers who prematurely disconnect will have Termination Liability Charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

C. Transport Payment Plan (TPP)

1. General

- a. The regulations and terms specified herein are applicable only to BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* and/or SMARTRing service (a.k.a. *BellSouth* Dedicated Ring) access services as indicated in the rate regulations in Sections E6. and E7. of this Tariff. (C)
- b. The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows:
 - (1) Payment Plan A, service periods may be selected from 12 months to 36 months in length.
 - (2) Payment Plan B, service periods may be selected from 37 months to 60 months in length.
 - (3) Payment Plan C, service periods may be selected from 61 months to 96 months in length.
- c. For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- d. Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- e. When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply.
- f. When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired.
- g. Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- h. Conversions of LightGate service (a.k.a BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing service (a.k.a BellSouth Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed. (T)

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

C. Transport Payment Plan (Cont'd)

2. Application of Rates

- a. The stabilized monthly recurring rates as set forth in Sections E6. and E7. *of this Tariff* are set as of the Application Date for BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring), provided that the actual service date does not exceed the latter of the following: (C)
 - (1) the Service Date under a standard service interval, or
 - (2) the earliest date by which service can be made available to the customer by the Telephone Company.
- b. If the customer desires a service date later than as provided in a. preceding, the stabilized monthly recurring rates in effect on the service date are applicable.

3. Additions

- a. Additions of services or rate elements, to existing BellSouth Dedicated Ring and/or SMARTRing service (a.k.a. *BellSouth* Dedicated Ring) systems, to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. BellSouth Dedicated Ring and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) channel interfaces must be activated as set forth in Sections E6. and E7. *of this Tariff*. (T)

4. Disconnects

- a. Except as provided in b. through f. following, when a BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in 7 following, a four month minimum service period for BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* and/or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) TPP customers will be applicable and all month-to-month regulations will be applicable. (C)

When a BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* or the SMARTRing service (a.k.a. Bellsouth Dedicated Ring) ring level rate elements will apply. (C)

BellSouth Dedicated Ring and SMARTRing service (a.k.a. Bellsouth Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. (T)

- b. Except as provided in c. through f. following, when a BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* or SMARTRing service (a.k.a. Bellsouth Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply. (C)

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

C. Transport Payment Plan (Cont'd)

10. Disconnects (Cont'd)

- c. When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:
- (1) the customer has completed at least 6 months of the originally selected TPP service period, and
 - (2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and
 - (3) the service orders to install the new service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
 - (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath service DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network). ***Specific changes of BellSouth Metro Ethernet service that are considered to be the same or higher order of service are set forth in E7.4.32 of this Tariff.***
- For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest, SMARTRing service (a.k.a. BellSouth Dedicated Ring)=highest):
- Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
 - DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
 - DS1 (a.k.a. BellSouth SPA DS1) Services
 - SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) (T)
 - SMARTRing service (a.k.a. BellSouth Dedicated Ring)/Channels for use with BellSouth Managed Shared Ring or SMARTGate (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Dedicated Ring (T)
- d. A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing services (a.k.a. ***BellSouth*** Dedicated Ring). (T)
- e. Disconnects, moves, or rearrangements involving the removal of the following BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges. (T)

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

C. Transport Payment Plan (Cont'd)

7. Renewal Options

- a. When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Section E7. *of this Tariff* remain in effect during the 60-day grace period. (T)
- b. Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.
- c. When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- d. To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement.
- e. Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period will be given for renewals of the same size systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.
- f. Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.
- g. Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.
- h. When an existing, BellSouth Dedicated Ring, *BellSouth Metro Ethernet service* and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the month-to-month service will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement. (C)

8. Transfer of Service

- a. Service transferred to a new customer at the same location in accordance with E2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement.

9. Prepayment

- a. Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:
 - (1) A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666 percent per month compounded monthly for the number of months the payment is advanced.
 - (2) The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the TPP arrangement for all months remaining in the service period.
 - (3) This same prepayment percentage will apply in the event the customer adds services to an existing TPP arrangement subsequent to the establishment of the service.
 - (4) When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing TPP arrangement.
 - (5) Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

B. When an IC or End User cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
 (Cont'd)

4. (Cont'd)

e. The resulting cancellation charge is also shown as follows:

(1) Cancellation Charge Percentages Listing No. 1

Type Service/ Critical Dates	After: Before:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	
DEDICATED ACCESS								
WATS (a.k.a. BellSouth SPA)		3.8%	9.6%	11.9%	16.2%	21.4%	29.6%	
Voice Grade (a.k.a. BellSouth SPA DS0 VG)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	
Telegraph Grade (a.k.a. BellSouth SPA Telegraph)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	
Metallic Grade (a.k.a. BellSouth SPA Metallic)		3.8%	9.5%	11.9%	16.1%	21.3%	29.7%	(T)
Program Audio (a.k.a. BellSouth SPA Program Audio)		3.6%	9.1%	11.3%	15.3%	20.3%	28.3%	
Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data)		3.6%	9.1%	11.4%	16.1%	21.9%	28.5%	
BellSouth Metro Ethernet service		11.6%	33.1%	42.9%	44.8%	47.3%	53.1%	(N)
EIS Cross-Connects		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	
BELLSOUTH SWA								
Trunks or Lines		8.6%	17.2%	17.2%	22.1%	28.0%	41.1%	
High Capacity (a.k.a. BellSouth SPA High Capacity)		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	
EIS Cross-Connects		3.7%	9.3%	11.5%	15.6%	20.6%	28.8%	

(2) Cancellation Charge Percentages Listing No. 2

Type Service/ Critical Dates	After: Before:	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD	
DEDICATED ACCESS							
WATS (a.k.a. BellSouth SPA)		39.7%	47.5%	69.6%	93.3%	100.0%	
Voice Grade (a.k.a. BellSouth SPA DS0 VG)		39.5%	47.2%	69.5%	93.4%	100.0%	
Telegraph Grade (a.k.a. BellSouth SPA Telegraph)		39.5%	47.2%	69.5%	93.4%	100.0%	
Metallic Grade (a.k.a. BellSouth SPA Metallic)		39.5%	47.2%	69.5%	93.4%	100.0%	
Program Audio (a.k.a. BellSouth SPA Program Audio)		37.6%	45.0%	68.6%	93.7%	100.0%	
Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data)		36.0%	45.2%	69.9%	93.9%	100.0%	(M)
BellSouth Metro Ethernet service		53.1%	69.9%	85.6%	94.9%	100.0%	(N)
EIS Cross-Connects		38.3%	45.8%	68.9%	93.6%	100.0%	(M)
BELLSOUTH SWA							
Trunks or Lines		60.5%	67.8%	79.7%	95.8%	100.0%	(M)
BellSouth SWA High Capacity		38.3%	45.8%	68.9%	93.6%	100.0%	(M)
EIS Cross-Connects		38.3%	45.8%	68.9%	93.6%	100.0%	(M)

Material appearing on this page previously appeared on page(s) 15 of this section.

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E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.4 Cancellation of an Access Order (Cont'd)

- C. When a customer cancels an order service for BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth Dedicated Ring) prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in E6.1.3 and E7.4 following of this tariff at the month-to-month rates set forth in E6.8 and E7.5 of this tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in E5.2.4.B. preceding. (M)
- D. When an IC or End User cancels an order for the discontinuance of service, no charges apply for the cancellation. (T)
- E. 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, government requirements, work stoppages and civil commotions), the IC or End User may cancel the Access Order without incurring cancellation charges.

E5.2.5 Selection of Facilities For Access Orders

- A. When an IC or End User places an Access Order, it may choose to utilize facilities it previously purchased as a facility to a Hub. If the IC has a high capacity interface or has a purchased facility, or has a Dedicated Access Service facility purchased to a Hub, the IC or End User must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the IC or End User, the Company will provide the service from available inventory as discussed in E5.3 following.
- B. For all other Access Orders, the option to request a specific transmission path or channel is not provided, except as provided for under Special Facilities Routing as set forth in Section E11. *of this Tariff*. (T)

E5.2.6 Minimum Period

- A. Except as set forth in E2.4.2 *of this Tariff*, B. *and* C. *following* and E9.4.1 *of this Tariff*, the minimum period for which charges are applicable for Access Service is one month. (T)

Material previously appearing on this page now appears on page(s) 14 of this section.

E5. ORDERING OPTIONS FOR ACCESS SERVICES

E5.2 Access Order (Cont'd)

E5.2.6 Minimum Period (Cont'd)

- B. The minimum service period for BellSouth Remote Access Service is twelve months. *The minimum service period for BellSouth Metro Ethernet service is four months.*¹ (C)
- C. Service Rearrangements¹ and Transfer of Service as set forth in E6.7.1 *of this Tariff* and E7.4.1 following for BellSouth SWA and Dedicated Access Services respectively, may be made without a change in minimum period requirements. (T)
- D. Changes other than those identified in E6.7.1 *of this Tariff* or E7.4.1¹ following will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The IC or End User will also remain responsible for all outstanding minimum period obligations associated with the disconnected service. (T)
The following changes are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.
 - 1. A move to a different building as set forth in E6.7.7 or E7.4.4 *of this Tariff*. (T)
 - 2. A change in type of service (i.e., BellSouth SWA to Dedicated Access, one type of Dedicated Access to another, or one type of BellSouth SWA service to another except as set forth in E6.7.6 *of this Tariff*). (T)
 - 3. A change in the type of Dedicated Access Service Local Channel or Switched Local Channel.
 - 4. A change in the interface for BellSouth SWA service or BellSouth Directory Assistance service .
 - 5. Change in BellSouth SWA service traffic type.
 - 6. Change from two-point to multipoint Dedicated Access Service or from multipoint to two-point Dedicated Access Service.
- E. An IC or End User may request disconnect of an access service at any time after the service has been established. The IC or End User must give the Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within 10 days.
- F. When Access Service is disconnected prior to the expiration of the minimum period, the IC or End User is obligated for payment of the minimum period charge as set forth in E2.4.9 *of this Tariff* and E5.2.7 following. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be performed in accordance with the provisions set forth in E2.4.1.C. *of this Tariff*. (T)

E5.2.7 Minimum Period Charges

- A. When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the IC or End User has use of the service.
The Minimum Period Monthly Charge, for services provided with a one month minimum period will be determined as follows:
 - 1. For BellSouth SWA service, usage sensitive rate elements (i.e. Carrier Common Line, Local Switching, Access Tandem Switching, BellSouth SWA Common Transport, Interconnection, and BellSouth IPTG Terminating service) the charge for a month or fraction thereof is equal to the applicable rates for the actual or assumed usage for the month or such fraction thereof.
 - 2. For BellSouth SWA Transport components which are not usage sensitive (i.e., Switched Local Channel and Switched Dedicated Interoffice Channel and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in E6.8 *of this Tariff*. (T)

Note 1: Specific regulations for BellSouth Metro Ethernet service minimum period, service rearrangements (reconfigurations) and changes are provided in E7.4.32 of this Tariff. (N)

E7. DEDICATED ACCESS SERVICES

E7.2 Service Description (Cont'd)

E7.2.16 SMARTRing service (a.k.a. BellSouth Dedicated Ring) (Cont'd)

(T)

B. Technical Specifications Packages

1. The compatibility requirements, technical specifications, and generic requirements for SMARTRing service (a.k.a. Bellsouth Dedicated Ring) terminated at the customers designated locations are referenced in Technical Reference ANSI T1.404-1994, ANSI T1.403-1989 and ANSI T1.105-1991.
2. DS3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342.
3. DS1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054.
4. STS-1, OC-1, OC-3, and OC-12 interface combinations and technical specifications are referenced in BellSouth Telecommunications, Inc. Technical Reference TR-73582.
5. These self-healing multi-nodal DS3 high capacity (a.k.a. BellSouth SPA DS3) service channels have a long term performance objective of 99.5 percent error-free seconds and a severely errored second (SES) objective of less than 0.009 percent SES when the circuit is available. Self-healing multi-nodal DS1 high capacity (a.k.a. BellSouth SPA DS1) service channels have a long term performance objective of 99.95 percent error-free seconds.

E7.2.17 Reserved for Future Use

(N)

(M)

Material previously appearing on this page now appears on page(s) 27.6 of this section.

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.18 BellSouth Metro Ethernet Service

- (N)
- A.** BellSouth Metro Ethernet service is a high-speed packet transport that is based on Ethernet transmission parameters. BellSouth Metro Ethernet service provides various transport capabilities that range from 10 Mbps through 1 Gbps with capabilities for basic, premium and dedicated arrangements that may be used to meet individual customer needs. (N)
- B.** 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 802.3-2002 Specifications. (N)
- C.** BellSouth Metro Ethernet service interface specifications are set forth in BellSouth Technical Reference TR-73632. (N)
- D.** The rates and charges set forth in E7.5.22 following for BellSouth Metro Ethernet service provide for the furnishing of service in certain metropolitan areas where suitable Company facilities are available. In locations where BellSouth Metro Ethernet service is not available, special construction charges may apply. (N)
- E.** A LAN (local area network) 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. (N)
- F.** A VLAN (virtual local area network) 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. (N)
- G.** 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. (N)
- H.** A Metro Ethernet Customer Network is defined as the set of interconnected Metro Ethernet connections assigned to the same VLAN within the BellSouth core network. Connections that include the Q-Forwarding optional feature described in N. following may be part of more than one Metro Ethernet Customer Network. (N)
- I.** A Basic BellSouth Metro Ethernet service Connection provides 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. (N)
- 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. (N)
- 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 Basic BellSouth Metro Ethernet service wire center also require BellSouth Metro Ethernet service Additional Mileage charges. (N)
- J.** A Premium BellSouth Metro Ethernet service Connection provides 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 250 Mbps and 500 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. (N)
- Premium BellSouth Metro Ethernet service provides customer 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. (N)
- Premium BellSouth Metro Ethernet service Connections are available with "Fixed" and "Burst" capabilities. 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 is 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. (N)
- 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. (N)
- A Premium 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 Premium BellSouth Metro Ethernet service Connection. Customer locations¹ greater than 10 miles from the Premium BellSouth Metro Ethernet service wire center also require BellSouth Metro Ethernet service Additional Mileage charges. (N)

Note 1: And as alternatively set forth in E7.4.32.A.5. following. (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.18 BellSouth Metro Ethernet Service (Cont'd)

- K.** A Dedicated BellSouth Metro Ethernet service Connection provides 100 Mbps and 1 Gbps point-to-point Ethernet capabilities that are part of a BellSouth Metro Ethernet service network within a metropolitan area. A Dedicated BellSouth Metro Ethernet service Connection operating at either of these speeds is only capable of interconnecting with one other Dedicated BellSouth Metro Ethernet service Connection in the same metropolitan area. (N)
- A Dedicated 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 Dedicated BellSouth Metro Ethernet service Connection. Customer locations¹ greater than 10 miles from the Dedicated BellSouth Metro Ethernet service wire center also require BellSouth Metro Ethernet service Additional Mileage charges. (N)
- L.** BellSouth Metro Ethernet service 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 premises¹ is greater than 10 miles in length. The additional mileage is measured in airline miles from the customer premises¹ 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. (N)
- BellSouth Metro Ethernet service Additional Mileage charges apply to Basic, Premium and Dedicated 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. (N)
- M.** Priority Plus is an optional feature available to customers with Premium BellSouth Metro Ethernet service. Priority Plus provides the customer with 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. (N)
- N.** Q-Forwarding is an optional feature available to customers with Premium BellSouth Metro Ethernet service. Q-Forwarding provides VLAN aggregation across a common physical connection. This feature supports customer aggregation of traffic from multiple Metro Ethernet Customer Networks (referred to as VLANS). This aggregated traffic can be transported back to a central location and across a common Metro Ethernet Service Connection (referred to as the "aggregation" connection). Q-Forwarding utilizes IEEE 802.1Q VLAN Tagging procedures. (N)
- 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. (N)
- 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 an "aggregation" connection. (N)
- The Q-Forwarding Network Assignment Charge is a charge to provision each Metro Ethernet Customer Network to the Q-Forwarding "aggregation" connection. The Q-Forwarding Network Assignment Charge applies for each VLAN connected to the Q-Forwarding "aggregation" connection. (N)
- O.** Metro Ethernet Reporting is an optional feature available to customers with Premium BellSouth Metro Ethernet service. Metro Ethernet Reporting provides customers a view into their BellSouth Metro Ethernet service network via the use of a web interface and security card. Metro Ethernet Reporting 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. This feature is only available to customers purchasing Premium BellSouth Metro Ethernet service. (N)
- Customers who subscribe to Metro Ethernet Reporting must monitor their entire BellSouth Metro Ethernet Network. The Metro Ethernet Reporting Charge is applicable for each Premium Metro Ethernet Service Connection. (N)
- The Metro Ethernet Reporting Service Establishment Charge is a nonrecurring charge that applies to initially establish a new Metro Ethernet Service customer account. A customer with an existing Metro Ethernet Reporting customer account from another BellSouth jurisdiction may re-use that customer account. (N)

Note 1: And as alternatively set forth in E7.4.32.A.5. following. (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.18 BellSouth Metro Ethernet Service (Cont'd)

O. (Cont'd)

All customers purchasing Metro Ethernet Reporting must have a web interface that will allow 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. An initial web interface (Web Interface Charge - First) is provided with the initial establishment of a customer account. A monthly charge and a nonrecurring charge are applicable for each additional web interface requested for a customer account (Web Interface Charge – Each Additional).

A security card is required to access a 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 the initial and additional cards requested and for the issuance of additional cards to replace lost, damaged or expired cards. A nonrecurring charge is applicable per security card requested.

P. BellSouth Metro Ethernet service Customer networks comprised of Premium 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 E7.4.32.C. following.

Q. Subsequent to its initial installation, a customer may request to reconfigure or change a BellSouth Metro Ethernet service Connection. The Service Reconfiguration Charge or System Reconfiguration Charge will be the nonrecurring charge applicable for such a request; the appropriate nonrecurring charge will be based upon the reconfiguration or change requested, as specifically described and set forth in E7.4.32 following.

ISSUED: February 4, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: March 7, 2005

E7. DEDICATED ACCESS SERVICES

E7.3 Channel Interface and Network Channel Codes

(M)

This section explains the Channel Interface codes and Network Channel codes that the customer must specify when ordering Dedicated Access Service. Included is an example which explains the specific characters of the code, a glossary of Channel Interface codes, impedance levels, and Network Channel codes. Compatible Channel Interface codes are contained in the services respective Technical Reference Publications as indicated in E7.2. (M)

Example: If the customer specifies a LB Network Channel Code and a 2LC8 Channel Interface at the customer's premises, the following is being requested: (M)

LB = Voice Grade (a.k.a. BellSouth SPA DS0 VG) Channel with a Predefined Technical Specification Package (1) (M)

2 = Number of physical wires at customer premises (M)

LC = Facility interface for Type C Signaling (M)

8 = Variable impedance level (M)

E7.3.1 Glossary of Channel Interface Codes and Options

(M)

Code - Option	Definition	
AB -	Accepts 20 Hz ringing signal at customer's point of termination	(M)
AC -	Accepts 20 Hz ringing signal at the customer's point of termination	(M)
CS -	Digital hierarchy interface at Digital Crossconnect System (DCS)	(M)
- EA	E & M Signaling	(M)
- GO	Ground Start Loop Signaling-Open End	(M)
- GS	Ground Start Loop Signaling-Closed End	(M)
- LO	Loop Start Loop Signaling-Open End	(M)
- LS	Loop Start Loop Signaling-Closed End	(M)
- NO	Transmission Only - No Signaling	(M)
- R	(DS0) Customer Reconfigurable Voice Grade Service	(M)
- 10R	DS1 to DS0 Customer Reconfigurable	(M)
- 10R	DS1 to DS0 Customer Reconfigurable	(M)
- 10	DS1 to DS0	(M)

Material appearing on this page previously appeared on page(s) 27.2 of this section.

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E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.1 Types of Rates and Charges (Cont'd)

A. (Cont'd)

Digital Data Access Service and Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) service are offered under two contract plans. Contract plan rates are available in payment periods from twenty-four to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff. (These payment periods are an exception to those listed in E2.4 of this Tariff.) Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. *of this Tariff*. However, a Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in 2. following. The Termination Liability Charge is determined by multiplying the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed. An example is provided in 1. following. (T)

The following list identifies the individual Dedicated Access Services provided under Section E7. of this Tariff which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in E2.4.10 *of this Tariff*. Customers with these services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement service order interval is four days or less as measured from the Application Date of the order. (T)

- Voice Grade (a.k.a. BellSouth SPA DS0 VG),

- Digital Data Access (a.k.a. BellSouth SPA Derived Data Channel) service¹, (T)

- High Capacity (a.k.a. BellSouth SPA High Capacity) service

- SMARTPath service (a.k.a. BellSouth SPA Shared Ring) (T)

Provided, however, that the following *services are* not eligible for such credit. (T)

- FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) (T)

- BellSouth Metro Ethernet service (N)

1. A customer subscribes to Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service using the twenty-four to forty-two month payment plan. The contract plan period is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is calculated as follows:

$$\text{Termination Liability Charge} = (30 \text{ months} \times \text{monthly rate}) - (12 \text{ months} \times \text{monthly rate})$$

2. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in E2.4.9.A.4.b. *of this Tariff*, or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in E2.4.9.A.4.b. *of this Tariff* are satisfied. (T)

Note 1: The Data Over Voice Channel optional feature is not eligible for such credit.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.1 Types of Rates and Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

3. Service Rearrangements (Cont'd)

- If the change involves changing a customer's 1.544 Mbps high capacity service, as described in E7.2.9 *preceding*, to SMARTPath service (a.k.a. BellSouth SPA Shared Ring), the change will be considered a disconnect of the existing service and full nonrecurring charges apply for the SMARTPath service (a.k.a. BellSouth SPA Shared Ring). If the existing 1.544 Mbps high capacity service is provided under a Channel Services Payment Plan (CSPP) agreement, a change to SMARTPath service (a.k.a. BellSouth SPA Shared Ring) under CSPP will be considered an upgrade and termination liability charges will not apply. (T)

- If the change involves changing (reconfiguring) an existing BellSouth Metro Ethernet service Connection, appropriate charges provided in E7.4.32 following apply. (N)

- For all other changes, including a change of the customer of record involving no physical changes to the service provided or the addition of optional features without separate nonrecurring charges, a charge equal to a Local Channel rate element nonrecurring charge will apply. Only one such charge will apply per service, per change.

4. Transfer of Service

When a change in billing data (e.g., name, address, contact name, or telephone number) is requested in association with a change in the customer of record, transfer of service charges, as set forth in E7.5.13 following will apply. Charges are applied on a Billing Account Number (BAN) and per circuit basis.

E7.4.2 Dedicated Access Services Capable of Using the Local Exchange Network

A. General

When a Dedicated Access Line, intraLATA interexchange private line or Private Bypass facility is connected to a device capable of interconnecting the Dedicated Access line, intraLATA interexchange private line or Private Bypass facility to the Local Exchange Network, the Exchange Service Rate associated with that device (e.g., the PBX trunk in the case of a PBX) will be rated as Message or Measured Service as specified in the Local Exchange Company's General Subscriber Service Tariff.

B. Application of Measured or Message Service

Application of Measured or Message exchange service charges for services existing on the effective date of this Tariff will commence March 16, 1986, unless the certification process described in C. following is met on or before February 8, 1986. For new Dedicated Access services, intraLATA interexchange private line or Private Bypass facilities ordered on or after the effective date of this Tariff and terminating for an end user at the same address at which a PBX trunk or other similar exchange service is also provided, that exchange service will automatically be rated on a Measured or Message basis unless the certification process described in C. following is met. Measured or Message service rates will be applied at the discretion of the Local Exchange Company for exchange services not certified by the process described in C., following.

E7. DEDICATED ACCESS SERVICES

E7.4 Rate Regulations (Cont'd)

E7.4.2 Dedicated Access Services Capable of Using the Local Exchange Network (Cont'd)

C. Certification Process

The certification will be in the form of a written notification to the Company certifying that calls are not completed into the Local Exchange Network over the Dedicated Access line, intraLATA interexchange private line or Bypass Facility. The notification may be provided (1) on or before February 8, 1986, for service existing on the effective date, (2) at the time new service is ordered or (3) at such time the Dedicated Access service, intraLATA interexchange private line or Bypass Facility is reterminated to a device not capable of interconnecting to the local exchange network. If a written certification is not received at the time an order for service is placed, message/measured exchange service will apply. Exempt status will become effective on the date certification is received by the Company.

D. Change of Status

The Company will cease billing message/measured exchange service rates when certification that the service has become exempt as set forth in C., preceding is received.

E7.4.3 Reserved for Future Use

E7.4.4 Minimum Periods

The minimum service periods are specified in *E5.2.6 of this Tariff*, except for SMARTPath service (a.k.a. BellSouth SPA Shared Ring), *BellSouth Metro Ethernet service* and SmartRing service (a.k.a. BellSouth Dedicated Ring) whose minimum service period is 4 months. (C)

The minimum service period for High Capacity ICB (a.k.a. BellSouth SPA High Capacity) services is specified in the Individual Case Basis Filing.

E7.4.5 Moves

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

- The Point of Termination at the customer's premises
- The customer's premises

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

A. Moves Within the Same Building

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

ISSUED: February 4, 2005
BY: Joseph P. Lacher, President -FL
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EFFECTIVE: March 7, 2005

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.18 Reserved For Future Use	(N)
E7.4.19 Reserved For Future Use	(N)
E7.4.20 Reserved For Future Use	(N)
E7.4.21 Reserved For Future Use	(N)
E7.4.22 Reserved For Future Use	(N)
E7.4.23 Reserved For Future Use	(N)
E7.4.24 Reserved For Future Use	(N)
E7.4.25 Reserved For Future Use	(N)
E7.4.26 Reserved For Future Use	(N)
E7.4.27 Reserved For Future Use	(N)
E7.4.28 Reserved For Future Use	(N)
E7.4.29 Reserved For Future Use	(N)
E7.4.30 Reserved For Future Use	(N)
E7.4.31 Reserved For Future Use	(N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service

A. General

1. The minimum service period for BellSouth Metro Ethernet service is four months. (N)
2. Suspension of BellSouth Metro Ethernet service is not allowed. (N)
3. BellSouth Metro Ethernet service is available 24 hours per day, 7 days per week, except for preventive maintenance. (N)
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 will be unavailable during the period of time when preventive maintenance is being performed. This could result in the service being unavailable during the period between 1:00 AM and 5:00 AM Eastern Time on Sundays and Wednesdays. However, the Company reserves the right to perform maintenance at any time at its discretion that it believes such maintenance is necessary. The Company will make a reasonable effort to provide notice to those customers likely to be affected by such maintenance work. (N)
4. Obligations of customer and Company: (N)
 - (a) The Company is not responsible for the installation, operation or maintenance of any equipment provided by the customer. (N)
 - (b) The customer is responsible for the provision and maintenance of all customer provided equipment and to insure that the operating characteristics of this equipment is comparable with and does not interfere with the service offered by the Company. (N)
 - (c) At the BellSouth Metro Ethernet 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. (N)
5. In some cases, the Company and another Incumbent Local Exchange Company (ILEC) may agree to jointly provide a customer Metro Ethernet Service. The rates and charges for the BellSouth Metro Ethernet service Connection are applicable for such connectivity; charges for BellSouth Metro Ethernet Additional Mileage are also applicable when the mileage from the BellSouth/ILEC 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 ILEC). 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. (N)

B. Rate Categories and Regulations

1. The following rate categories apply for BellSouth Metro Ethernet service. Applicable rates and charges are provided in E7.5.22 following. (N)
 - (a) Basic BellSouth Metro Ethernet service Connection (N)
 - (b) Premium BellSouth Metro Ethernet service Connection (N)
 - (c) Dedicated BellSouth Metro Ethernet service Connection (N)
 - (d) BellSouth Metro Ethernet service Additional Mileage Charges (N)
 - (e) Priority Plus Feature (N)
 - (f) Q-Forwarding Feature (N)
 - (g) Metro Ethernet Reporting Feature (N)
 - (h) Service Reconfiguration Charge (N)
 - (i) System Reconfiguration Charge (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

B. Rate Categories and Regulations (Cont'd)

2. BellSouth Metro Ethernet service is available under month-to-month rates as provided in E7.5.22.A. following or under the optional Transport Payment Plan (TPP) (as described in E2.4.9.C. of this Tariff) to receive the TPP rates provided in E7.5.22.B. following. (N)
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 5. following. (N)
4. A hierarchy of the various BellSouth Metro Ethernet service Connections by capability (i.e., dedicated, basic and premium) and speed is provided in the chart in 5. following. This chart provides a higher order of service ranking that is utilized to determine the appropriate nonrecurring charges for service reconfiguration requests. This ranking is also utilized to determine if termination liability is applicable for specific reconfiguration requests if the service is under a TPP term commitment. (N)
5. 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 (BellSouth Metro Ethernet service hierarchy). (N)

Metro Ethernet Connection (Mbps):	Physical Service Type:	Higher Order of Service (Mbps):
- Dedicated 100	Dedicated I	Basic 1000; Dedicated 1000; Premium ¹ 100, 250 or 500
- Dedicated 1000	Dedicated II	Premium ¹ 500
- Basic 10	Basic I	Basic 100 or 1000; Premium ¹ 10, 20, 50, 100, 250 or 500
- Basic 100	Basic II	Basic 1000; Premium ¹ 100, 250 or 500
- Basic 1000	Basic III	Premium ¹ 500
- Premium ¹ 10	Premium I	Basic 1000; Premium ¹ 20, 50, 100, 250 or 500
- Premium ¹ 20	Premium I	Basic 1000; Premium ¹ 50, 100, 250 or 500
- Premium ¹ 50	Premium I	Premium ¹ 100, 250 or 500
- Premium ¹ 100	Premium II	Premium ¹ 250 or 500
- Premium ¹ 250	Premium II	Premium ¹ 500
- Premium ¹ 500	Premium II	None offered at this time

Note in the above chart that the reference to Dedicated/Basic 1000 Mbps refers to Dedicated/Basic I Gbps. (N)

6. A BellSouth Metro Ethernet reconfiguration nonrecurring charge is applicable for a customer request to reconfigure (rearrange) an existing BellSouth Metro Ethernet Connection. The appropriate reconfiguration charge is dependent upon the physical work required to fulfill the request and applies in lieu of other nonrecurring charges. (N)

A Service Reconfiguration Charge is applicable for requests where the work required is a minor change that does not involve changing the physical service type. The Service Reconfiguration Charge is applicable for a request to change an existing connection to a different connection that is the same physical service type and is applicable for a request to change a Premium connection from fixed mode to burst mode (and vice versa). (N)

A System Reconfiguration Charge is applicable for requests where the work required involves changing to a different physical service type or involves major support system changes. The System Reconfiguration Charge is applicable for requests to change an existing connection to a different connection that is a different physical service type, 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). (N)
7. A reconfiguration charge is applicable for a customer request to reconfigure an existing BellSouth Metro Ethernet Connection to a different BellSouth Metro Ethernet Connection that is a higher order of service; the appropriate reconfiguration charge is applicable in lieu of the standard nonrecurring charge for the higher order of service connection. A Service Reconfiguration Charge is applicable when the higher order of service connection is the same physical service type; a System Reconfiguration Charge is applicable when the higher order of service connection is a different physical service type. New minimum period requirements are established for the higher order of service connection. (N)

Note 1: Fixed Mode or Burst Mode. (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

B. Rate Categories and Regulations (Cont'd)

8. 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. Such a change is not treated as a disconnect and there will be no change in the minimum period requirements. (N)
9. Except as specified in 8. preceding, a BellSouth Metro Ethernet Connection not shown as a higher order of service in the hierarchy chart in 5. preceding for a given BellSouth Metro Ethernet Connection is considered to be a lower order of service. A reconfiguration charge is applicable for a customer request to change an existing BellSouth Metro Ethernet Connection to a different BellSouth Metro Ethernet Connection that is a lower order of service; the appropriate reconfiguration charge is applicable in lieu of the standard nonrecurring charge for the lower order of service connection. A Service Reconfiguration Charge is applicable when the lower order of service connection is the same physical service type; a System Reconfiguration Charge is applicable when the lower order of service is a different physical service type. New minimum period requirements are established for the lower order of service connection. (N)
10. A System Reconfiguration Charge is applicable for a customer request to change the premises powering option (AC power to DC power) 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. (N)
11. A move of a BellSouth Metro Ethernet service will be as follows (in accordance with E7.4.5 preceding and, if applicable, E2.4.9.C.5. of this Tariff). (N)
 - 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 of the Connection nonrecurring charge. There will be no change in the minimum period requirements. (N)
 - When the move is to a new location in a different building that is within the same serving wire center, the charge for the move will be the nonrecurring charge for the BellSouth Metro Ethernet service Connection. New minimum period requirements will be established. (N)
 - When the move is to a new location in a different building that is not in the same serving wire center, the request is treated as a discontinuance and start of service and all associated BellSouth Metro Ethernet service nonrecurring charges will apply. New minimum period requirements will be established. (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

C. Service Level Agreement for BellSouth Metro Ethernet service

Customer networks with Premium BellSouth Metro Ethernet service and Metro Ethernet Reporting are provided Service Level Agreements (SLAs) as summarized herein E7.4.32.C. BellSouth Metro Ethernet Service SLAs outlined herein specify the Company's repair and performance commitments for Metro Ethernet Reporting customers. Details of the technical measurements and performance results methodologies for each commitment are provided in BellSouth Technical Reference TR-73632.

In accordance with E7.4.32.C.3.(c) following, credits are available for missed commitments to customers purchasing Premium BellSouth Metro Ethernet service with 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 Telephone Company will deliver to Metro Ethernet Reporting customers:

Repair Commitment:

- BellSouth Metro Ethernet service Time-to-Repair

Network Service Level Commitments:

- BellSouth Metro Ethernet service Core Network Availability
- BellSouth Metro Ethernet service Core Network Latency

The Repair Commitment is measured on a per occurrence basis for each BellSouth Metro Ethernet Connection. A Fault Report is produced thru the Metro Ethernet Reporting system that aids identification of potential outage durations upon which credits may be requested.

The Network Service Level Commitments are measured on the monthly performance of the Metro Ethernet core network during a specific calendar month. An SLA Report is produced thru the Metro Ethernet Reporting system that provides details of missed Network Service Level Commitments upon which credits may be requested based upon a specific calendar month's performance results.

The Company's performance measurement data for the Repair Commitment and Network Service Level Commitments will be collected and calculated utilizing the Company's internal processes as set forth in BellSouth Technical Reference TR-73632. The Company's calculation of its performance shall be the sole determinate of the Company's obligation to provide a credit for a missed performance commitment.

1. SLA Definitions

BellSouth Metro Ethernet service Time to Repair

- BellSouth Metro Ethernet service Time-To-Repair measures the outage duration on a customer's BellSouth Metro Ethernet Connection. This measure will require the customer to report the problem to the BellSouth repair center.
- The repair interval will start with the time the trouble ticket is created and end when the fault is re-mediated. The Service Level Commitment measurement will be based on each individual trouble ticket for a customer's connection. Time for scheduled maintenance windows (as set forth in E7.4.32.A.3. preceding) does not count towards SLA threshold.

BellSouth Metro Ethernet service Network Availability

- BellSouth Metro Ethernet service Network Availability measures the percentage of time during a calendar month that the customer's service is unavailable on the core network. The 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 Availability SLA, and one will not be provided.
- This Service Level Commitment will be calculated by measuring and summing the outage for each core 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 (as set forth in E7.4.32.A.3. preceding) and time the network was unavailable due to circumstances outside the Company's control (as set forth in E7.4.32.C.3.(b) following).

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

- C. Service Level Agreement for BellSouth Metro Ethernet service¹ (Cont'd) (N)
1. SLA Definitions (Cont'd) (N)
- BellSouth Metro Ethernet service Network Latency (N)
- BellSouth Metro Ethernet service Network Latency measures average one-way delay in milliseconds within the core network. The 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. (N)
 - This Service Level Commitment will be calculated by averaging the measured latency of simulated traffic within the Metro Ethernet Customer Network (i.e., between each pair of connections) during a calendar month. (N)
2. The Company's Service Level Commitments for BellSouth Metro Ethernet service are as follows: (N)
- BellSouth Metro Ethernet service Time-To-Repair – 4 hours or less (N)
 - BellSouth Metro Ethernet service Network Availability – 99.9% or higher (N)
 - BellSouth Metro Ethernet service Network Latency – 55 milliseconds or less (N)
3. SLA Restrictions (N)
- (a) The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet service. The customer network design requirements are as follows: (N)
- A customer must subscribe to the Metro Ethernet Premium Service with Metro Ethernet Reporting to receive credits for missed Service Level Commitments. (N)
 - Credits are not provided for partial month service. (N)
 - A customer's account must be current to receive a credit. (N)
- (b) 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 can be defined as, but not limited to, the following: (N)
- 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, (N)
 - labor difficulties, governmental orders, civil commotions, acts of civil or military authority, embargoes, epidemics, declared National Emergencies, criminal actions against the Company, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, power blackouts, acts of God (including, but not limited to, earthquakes, floods or unusually severe weather) or other circumstances beyond the Company's control, (N)
 - the customer's premises equipment, and (N)
 - 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 premises. (N)
- (c) The Customer must request a credit within one month of the Company missing a BellSouth Metro Ethernet service Level Commitment. The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. (N)

Note 1: Details of the technical measurements and performance results methodologies for each Commitment are provided in BellSouth Technical Reference TR-73632. (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.32 BellSouth Metro Ethernet Service (Cont'd)

C. Service Level Agreement for BellSouth Metro Ethernet service¹ (Cont'd)

4. SLA Credits for Metro Ethernet Reporting

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

BellSouth Metro Ethernet service Time-To-Repair:

- 0 to 4 hours per incident: No Credit
- Over 4 hours to 24 hours per incident: A credit equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection
- Each additional 24-hour period, per incident: Credit an additional amount equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection

BellSouth Metro Ethernet service Network Availability:

- A credit equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.

BellSouth Metro Ethernet service Network Latency:

- A credit equal to 3/30 of the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.

The SLA credit amount will be determined by applying the credits outlined preceding to the rate elements or total billed revenues specified following.

The total credits issued for all SLAs for a specific BellSouth Metro Ethernet service Connection during a single bill period may not exceed the total monthly recurring charges billed for all the rate elements associated with that BellSouth Metro Ethernet service Connection. Credits are not provided for partial month service.

- (a) BellSouth Metro Ethernet service Time-To-Repair Credit – The Service Level Commitment measurement will be based on each individual trouble ticket for a customer's connection. Multiple trouble tickets on the same day for the same customer connection will only be eligible for one time-to-repair credit. The SLA credit will apply to the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.
- (b) BellSouth Metro Ethernet service Network Availability Credit³ – The Service Level commitment measurement will be based on a specific calendar month's performance. The credit will apply for each BellSouth Metro Ethernet service connection that does not meet the availability commitment. The SLA credit will apply to the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.
- (c) BellSouth Metro Ethernet service Latency Credit³ – The Service Level commitment measurement will be based on a specific calendar month's performance. The credit will apply for each BellSouth Metro Ethernet service connection that does not meet the latency commitment. The SLA credit will apply to the monthly recurring charges for all the rate elements² associated with the affected Metro Ethernet Connection.

Note 1: Details of the technical measurements and performance results methodologies for each Commitment are provided in BellSouth Technical Reference TR-73632.

Note 2: Specifically, rate elements for the Metro Ethernet Connection, Additional Mileage and Features.

Note 3: BellSouth Metro Ethernet networks that do not span more than one switch in the core network are not eligible for credits under this SLA.

ISSUED: February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: March 7, 2005

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.20 Reserved For Future Use (N)

E7.5.21 Reserved For Future Use (N)

E7.5.22 BellSouth Metro Ethernet Service (N)

A. Rates and charges for month-to-month service (N)

1. Basic BellSouth Metro Ethernet Service Arrangements (N)

(a) 10 Mbps Basic Connection (N)

	Nonrecurring Charge	Month to Month	USOC	
- Per Connection	\$ 900.00	\$ 680.00	MTEBA	(N)

(b) 100 Mbps Basic Connection				(N)
- Per Connection	900.00	1,310.00	MTEBB	(N)

(c) 1 Gbps Basic Connection				(N)
- Per Connection	1,000.00	2,850.00	MTEBC	(N)

2. Premium BellSouth Metro Ethernet Service Arrangements (N)

(a) 10 Mbps Premium Connection (N)

- Per Connection, Fixed Mode	900.00	904.00	MTEP3	(N)
- Per Connection, Burst Mode	900.00	1,133.00	MTEE3	(N)

(b) 20 Mbps Premium Connection				(N)
- Per Connection, Fixed Mode	900.00	1,128.00	MTEP4	(N)

- Per Connection, Burst Mode	900.00	1,268.00	MTEE4	(N)
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(c) 50 Mbps Premium Connection				(N)
- Per Connection, Fixed Mode	900.00	1,488.00	MTEP5	(N)

- Per Connection, Burst Mode	900.00	1,545.00	MTEE5	(N)
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(d) 100 Mbps Premium Connection				(N)
- Per Connection, Fixed Mode	1,000.00	1,800.00	MTEP6	(N)

- Per Connection, Burst Mode	1,000.00	2,018.00	MTEE6	(N)
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(e) 250 Mbps Premium Connection				(N)
- Per Connection, Fixed Mode	1,000.00	2,248.00	MTEP7	(N)

- Per Connection, Burst Mode	1,000.00	2,415.00	MTEE7	(N)
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(f) 500 Mbps Premium Connection				(N)
- Per Connection, Fixed Mode	1,000.00	2,992.00	MTEP8	(N)

- Per Connection, Burst Mode	1,000.00	3,098.00	MTEE8	(N)
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3. Dedicated BellSouth Metro Ethernet Service Arrangements (N)

(a) 100 Mbps Dedicated Connection (N)

- Per Connection	900.00	1,728.00	MTEDB	(N)
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(b) 1 Gbps Dedicated Connection				(N)
- Per Connection	1,000.00	3,448.00	MTEDC	(N)

ISSUED: February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: March 7, 2005

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd) (N)

A. Rates and charges for month-to-month service (Cont'd) (N)

4. BellSouth Metro Ethernet Service Additional Mileage (N)

- (a) BellSouth Metro Ethernet Service Additional Mileage: (N)
 Basic, Premium and Dedicated arrangements, greater than (N)
 10 miles through 25 miles (N)

	Month to Month	USOC	
- Per 10 – 50 Mbps Connection	\$ 333.00	MTEMA	(N)
- Per 100 – 250 Mbps Connection	414.00	MTEMB	(N)
- Per 500 Mbps – 1 Gbps Connection	504.00	MTEMC	(N)

- (b) BellSouth Metro Ethernet Service Additional Mileage: (N)
 Basic, Premium and Dedicated arrangements, greater than (N)
 25 miles through 35 miles (N)

- Per 10 – 50 Mbps Connection	558.00	MTEME	(N)
- Per 100 – 250 Mbps Connection	702.00	MTEMF	(N)
- Per 500 Mbps – 1 Gbps Connection	837.00	MTEMG	(N)

- (c) BellSouth Metro Ethernet Service Additional Mileage: (N)
 Basic, Premium and Dedicated arrangements, greater than (N)
 35 miles through 50 miles (N)

- Per 10 – 50 Mbps Connection	873.00	MTEMJ	(N)
- Per 100 – 250 Mbps Connection	1,089.00	MTEMK	(N)
- Per 500 Mbps – 1 Gbps Connection	1,314.00	MTEML	(N)

ISSUED: February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: March 7, 2005

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd)

A. Rates and charges for month-to-month service (Cont'd)

5. Priority Plus Feature¹

6. Q-Forwarding Feature¹

(a) Q-Forwarding Service Establishment Charge

- Per Connection

(b) Q-Forwarding Network Assignment Charge

- Per Network, Per Connection

7. Metro Ethernet Reporting Feature¹

(a) Metro Ethernet Reporting, Service Establishment Charge

- Per Customer Account

(b) Metro Ethernet Reporting Charge

- Per Connection

(c) Metro Ethernet Reporting, Web Interface Charge

- First

- Each Additional

(d) Metro Ethernet Reporting, Security Card

- Each

8. Service Reconfiguration Charge

(a) Per Request

- Per Connection

9. System Reconfiguration Charge

(a) Per Request

- Per Connection

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

	Nonrecurring Charge	Month to Month	USOC	
	\$	\$	MTEP	
- Per Connection	-	120.00	MTEP	(N)
(a) Q-Forwarding Service Establishment Charge - Per Connection	400.00	-	MTEQF	(N)
(b) Q-Forwarding Network Assignment Charge - Per Network, Per Connection	-	80.00	MTEQN	(N)
(a) Metro Ethernet Reporting, Service Establishment Charge - Per Customer Account	225.00	-	MTERE	(N)
(b) Metro Ethernet Reporting Charge - Per Connection	-	10.00	MTERC	(N)
(c) Metro Ethernet Reporting, Web Interface Charge - First	-	-	MTER1	(N)
- Each Additional	65.00	20.00	MTERW	(N)
(d) Metro Ethernet Reporting, Security Card - Each	200.00	-	MTERS	(N)
(a) Per Request - Per Connection	200.00	-	MTESR	(N)
(a) Per Request - Per Connection	900.00	-	MTESY	(N)

ISSUED: February 4, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: March 7, 2005

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd)

B. Rates and charges for Transport Payment Plan

1. Basic BellSouth Metro Ethernet Service Arrangements

(a) 10 Mbps Basic Connection

Transport Payment Plan Rates

	Non- Recurring Charge	A 12-36 Mos	B 37-60 Mos	C 61-96 Mos	USOC
- Per Connection	\$ -	\$ 630.00	\$ 599.00	\$ 550.00	MTEBA
(b) 100 Mbps Basic Connection					
- Per Connection	-	1,180.00	1,121.00	1,065.00	MTEBB
(c) 1 Gbps Basic Connection					
- Per Connection	-	2,565.00	2,437.00	2,315.00	MTEBC
2. Premium BellSouth Metro Ethernet Service Arrangements					
(a) 10 Mbps Premium Connection					
- Per Connection, Fixed Mode	-	720.00	684.00	650.00	MTEP3
- Per Connection, Burst Mode	-	900.00	855.00	812.00	MTEE3
(b) 20 Mbps Premium Connection					
- Per Connection, Fixed Mode	-	904.00	859.00	816.00	MTEP4
- Per Connection, Burst Mode	-	1,013.00	962.00	914.00	MTEE4
(c) 50 Mbps Premium Connection					
- Per Connection, Fixed Mode	-	1,192.00	1,132.00	1,075.00	MTEP5
- Per Connection, Burst Mode	-	1,238.00	1,176.00	1,117.00	MTEE5
(d) 100 Mbps Premium Connection					
- Per Connection, Fixed Mode	-	1,440.00	1,368.00	1,300.00	MTEP6
- Per Connection, Burst Mode	-	1,613.00	1,532.00	1,455.00	MTEE6
(e) 250 Mbps Premium Connection					
- Per Connection, Fixed Mode	-	1,800.00	1,710.00	1,625.00	MTEP7
- Per Connection, Burst Mode	-	1,935.00	1,838.00	1,746.00	MTEE7
(f) 500 Mbps Premium Connection					
- Per Connection, Fixed Mode	-	2,392.00	2,272.00	2,158.00	MTEP8
- Per Connection, Burst Mode	-	2,475.00	2,351.00	2,233.00	MTEE8
3. Dedicated BellSouth Metro Ethernet Service Arrangements					
(a) 100 Mbps Dedicated Connection					
- Per Connection	-	1,384.00	1,248.00	1,186.00	MTEDB
(b) 1 Gbps Dedicated Connection					
- Per Connection	-	2,760.00	2,488.00	2,364.00	MTEDC

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 Miami, Florida

EFFECTIVE: March 7, 2005

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd)

B. Rates and charges for Transport Payment Plan (Cont'd)

4. BellSouth Metro Ethernet Service Additional Mileage

- (a) BellSouth Metro Ethernet Service Additional Mileage:
 Basic, Premium and Dedicated arrangements, greater than
 10 miles through 25 miles

Transport Payment Plan Rates				
Non- Recurring Charge	A 12-36 Mos	B 37-60 Mos	C 61-96 Mos	USOC
- Per 10 – 50 Mbps Connection	\$ - \$ 333.00	\$ 333.00	\$ 333.00	MTEMA
- Per 100 – 250 Mbps Connection	-	414.00	414.00	MTEMB
- Per 500 Mbps – 1 Gbps Connection	-	504.00	504.00	MTEMC

- (b) BellSouth Metro Ethernet Service Additional Mileage:
 Basic, Premium and Dedicated arrangements, greater than
 25 miles through 35 miles
- | | | | | | |
|------------------------------------|---|--------|--------|--------|--------------|
| - Per 10 – 50 Mbps Connection | - | 558.00 | 558.00 | 558.00 | MTEME |
| - Per 100 – 250 Mbps Connection | - | 702.00 | 702.00 | 702.00 | MTEMF |
| - Per 500 Mbps – 1 Gbps Connection | - | 837.00 | 837.00 | 837.00 | MTEMG |

- (c) BellSouth Metro Ethernet Service Additional Mileage:
 Basic, Premium and Dedicated arrangements, greater than
 35 miles through 50 miles
- | | | | | | |
|------------------------------------|---|----------|----------|----------|--------------|
| - Per 10 – 50 Mbps Connection | - | 873.00 | 873.00 | 873.00 | MTEMJ |
| - Per 100 – 250 Mbps Connection | - | 1,089.00 | 1,089.00 | 1,089.00 | MTEMK |
| - Per 500 Mbps – 1 Gbps Connection | - | 1,314.00 | 1,314.00 | 1,314.00 | MTEML |

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates and Charges (Cont'd)

E7.5.22 BellSouth Metro Ethernet Service (Cont'd)

B. Rates and charges for Transport Payment Plan (Cont'd)

5. Priority Plus Feature¹

Transport Payment Plan Rates					
	Non- Recurring Charge ²	A 12-36 Mos	B 37-60 Mos	C 61-96 Mos	USOC
- Per Connection	\$ -	\$ 95.00	\$ 85.00	\$ 80.00	MTETP

6. Q-Forwarding Feature¹

(a) Q-Forwarding Service Establishment Charge

	Nonrecurring Charge ²	USOC
- Per Connection	\$400.00	MTEQF

(b) Q-Forwarding Network Assignment Charge

Transport Payment Plan Rates					
	Non- Recurring Charge ²	A 12-36 Mos	B 37-60 Mos	C 61-96 Mos	USOC
- Per Network, Per Connection	\$ -	\$ 65.00	\$ 60.00	\$ 55.00	MTEQN

7. Metro Ethernet Reporting Feature¹

(a) Metro Ethernet Reporting, Service Establishment Charge

	Nonrecurring Charge ²	USOC
- Per Customer Account	\$ 225.00	MTERE

(b) Metro Ethernet Reporting Charge

Transport Payment Plan Rates					
	Non- Recurring Charge ²	A 12-36 Mos	B 37-60 Mos	C 61-96 Mos	USOC
- Per Connection	\$ -	\$ 8.00	\$ 6.00	\$ 5.00	MTERC
(c) Metro Ethernet Reporting, Web Interface Charge					
- First	-	-	-	-	MTERI
- Each Additional	65.00	18.00	15.00	13.00	MTERW
(d) Metro Ethernet Reporting, Security Card					
- Each				Nonrecurring Charge ² \$ 200.00	USOC MTERS

8. Service Reconfiguration Charge

(a) Per Request

- Per Connection	200.00	MTESR
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9. System Reconfiguration Charge

(a) Per Request

- Per Connection	900.00	MTESY
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Note 1: Optional feature only available with a Premium Connection.

Note 2: This nonrecurring charge is applicable to service under a TPP arrangement.

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