



Jerry D. Hendrix
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December 30, 2008

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of the General Subscriber Service Tariff:

General Subscriber Service Tariff
Section A40 - Seventh Revised Page 40
- Original Page 40.1
- Original Page 43.6
- Original Page 44.6
- Original Page 50

The purpose of this filing is to introduce a new Metro Ethernet Service feature, Core Trunk Automatic Failover. The effective date of this tariff is December 31, 2008.

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

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (mrs)

Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

Description of Proposed Tariff

This General Subscriber Services Tariff filing provides for Core Trunk Automatic Failover, a new Metro Ethernet Service feature. Core Trunk Automatic Failover is an optional feature that provides customers with the option to have an Automatic Failover SLA on core trunk protection between BellSouth Metro Ethernet service core network wire centers within a BellSouth Metro Ethernet service metropolitan area.

Core Trunk Automatic Failover (CTAF) is available, where facilities exist, for use with Basic, Premium and Virtual BellSouth Metro Ethernet Arrangements. The applicable CTAF rate element is based upon the actual total airline miles (rounded up to the next whole mile) based upon a customer-specific design as determined by the Company.

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months
per CTAF Arrangement of less than 10 airline miles	\$500	\$525	\$450	\$325
per CTAF Arrangement of 10 through 25 airline miles	\$750	\$775	\$600	\$550
per CTAF Arrangement of greater than 25 through 35 airline miles	\$1,000	\$1,200	\$950	\$800
per CTAF Arrangement of greater than 35 through 50 airline miles	\$1,250	\$1,550	\$1,250	\$1,000
per CTAF Arrangement of greater than 50 airline miles	\$1,250	\$2,200	\$1,750	\$1,450

The proposed effective date of this filing is December 31, 2008.

ISSUED: December 30, 2008~~ISSUED: December 19, 2008~~ISSUED: March 15, 2007
EFFECTIVE: December 31, 2008~~EFFECTIVE: December 31, 2008~~EFFECTIVE: March 30, 2007

BY: Marshall M. Criser III, President -FL
Miami, Florida

A40. FAST PACKET TRANSPORT SERVICES

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

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

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

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

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

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

20. Metro Ethernet Security Card Charge (T)

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

21. Automatic Protection Switching (APS) (T)

Automatic Protection Switching (APS) is an optional feature as described in A40.13.2.C.9. following that provides customers with the option of having data channel survivability through the use of a secondary fiber path that is diverse from the path provided with their primary Metro Ethernet Connection. However, APS is not available for a 2 Mbps, 4 Mbps or 8 Mbps Connection.

22. Service Level Agreements (SLAs) (T)

BellSouth Metro Ethernet Service Customer networks comprised of Premium Connections or Virtual Connections with Metro Ethernet Reporting are provided Service Level Agreements (SLAs) for the Telephone Company's repair and performance commitments for this service. Credits are provided for missed commitments on such service. The specific SLA commitments and credits applicable are set forth in Section A40.13.2.B.6. following for Premium Connections and in Section A40.13.2.B.7. following for Virtual Connections.

23. Core Trunk Automatic Failover (N)

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

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

~~B. Basis of Offering~~

~~1. Suspension of service is not allowed.~~

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

~~3. Obligations of customer and Company~~

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

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

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

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BELLSOUTH
~~40Sixth Revised Page 40~~
TELECOMMUNICATIONS, INC.
~~Fifth Revised Page 40~~
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF ~~Seventh Revised Page 40~~~~Seventh Revised Page~~

~~Cancels Sixth Revised Page 40~~~~Cancels Sixth Revised Page 40~~~~Cancels~~

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BY: Marshall M. Criser III, President -FL

Miami, Florida

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

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

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

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~~BY: Marshall M. Criser III, President - FL~~ ~~BY: Marshall M. Criser III, President - FL~~ ~~BY: Joseph P. Lacher, President - FL~~
Miami, Florida

A40. FAST PACKET TRANSPORT SERVICES

(N)

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

(N)

A40.13.2 Regulations (Cont'd)

(N)

B. Basis of Offering

(M)

1. Suspension of service is not allowed. (M)
2. BellSouth Metro Ethernet Service is available 24 hours per day, 7 days per week, except for preventive maintenance. (M)
3. Obligations of customer and Company (M)
 - a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer. (M)
 - 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. (M)
 - c. At the Service Connection point the customer's signals must conform to IEEE Standards 802.3, 802.3u or 802.3z. To meet end-to-end delay requirements contained in these aforementioned standards, the customer may be required to provide additional equipment. (M)
 - d. Application testing described in A2.5.11 of this Tariff is not available for BellSouth Metro Ethernet Service components and features. (M)
4. The minimum service period for all BellSouth Metro Ethernet Service tariff components is twelve months. (M)
5. Due to the nature of BellSouth Metro Ethernet Service it will be necessary to perform preventive maintenance and software updates. This will mean that BellSouth Metro Ethernet Service and BellSouth CNM - Metro Ethernet Reporting will be unavailable during the period of time when preventive maintenance is being performed. This could result in BellSouth Metro Ethernet Service and BellSouth CNM - Metro Ethernet Reporting being unavailable during the period of time between 1:00 AM and 5:00 AM Eastern Time on any given Wednesday or Sunday morning. The Company upon written notice to the customer may adjust the maintenance window. (M)

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Miami, Florida

A40. FAST PACKET TRANSPORT SERVICES

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

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

8. SLA Credits for Core Trunk Automatic Failover

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

b. SLA Restrictions

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

- Credits are not provided for partial month service.

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

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

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

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

- the customer's premises equipment, and

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

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

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A40. FAST PACKET TRANSPORT SERVICES

(N)

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

(N)

A40.13.2 Regulations (Cont'd)

(N)

C. Provision of Service (Cont'd)

(N)

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

(N)

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

(N)

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

(N)

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Miami, Florida

A40. FAST PACKET TRANSPORT SERVICES (N)

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

A40.13.3 Rates and Charges (Cont'd) (N)

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

	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>12 to 36 Months</u>	<u>37 to 60 Months</u>	<u>USOC</u>	
(a) per CTAF Arrangement of less than 10 airline miles	<u>\$500.00</u>	<u>\$525.00</u>	<u>\$450.00</u>	<u>\$325.00</u>	<u>MTEMP</u>	(N)
(b) per CTAF Arrangement of 10 through 25 airline miles	<u>\$750.00</u>	<u>\$775.00</u>	<u>\$600.00</u>	<u>\$550.00</u>	<u>MTEMO</u>	(N)
(c) per CTAF Arrangement of greater than 25 through 35 airline miles	<u>\$1,000.00</u>	<u>\$1,200.00</u>	<u>\$950.00</u>	<u>\$800.00</u>	<u>MTEMR</u>	(N)
(d) per CTAF Arrangement of greater than 35 through 50 airline miles	<u>\$1,250.00</u>	<u>\$1,550.00</u>	<u>\$1,250.00</u>	<u>\$1,000.00</u>	<u>MTEMS</u>	(N)
(e) per CTAF Arrangement of greater than 50 airline miles	<u>\$1,250.00</u>	<u>\$2,200.00</u>	<u>\$1,750.00</u>	<u>\$1,450.00</u>	<u>MTEMT</u>	(N)

A40. FAST PACKET TRANSPORT SERVICES

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

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

18. CNM - Metro Ethernet Reporting Service Establishment Charge

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

19. CNM - Metro Ethernet Reporting Web Interface Charge

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

20. Metro Ethernet Security Card Charge

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

21. Automatic Protection Switching (APS)

Automatic Protection Switching (APS) is an optional feature as described in A40.13.2.C.9. following that provides customers with the option of having data channel survivability through the use of a secondary fiber path that is diverse from the path provided with their primary Metro Ethernet Connection. However, APS is not available for a 2 Mbps, 4 Mbps or 8 Mbps Connection.

22. Service Level Agreements (SLAs)

BellSouth Metro Ethernet Service Customer networks comprised of Premium Connections or Virtual Connections with Metro Ethernet Reporting are provided Service Level Agreements (SLAs) for the Telephone Company's repair and performance commitments for this service. Credits are provided for missed commitments on such service. The specific SLA commitments and credits applicable are set forth in Section A40.13.2.B.6. following for Premium Connections and in Section A40.13.2.B.7. following for Virtual Connections.

23. Core Trunk Automatic Failover

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

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

(N)

(N)

(N)

(M)

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A40. FAST PACKET TRANSPORT SERVICES

(N)

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

(N)

A40.13.2 Regulations (Cont'd)

(N)

B. Basis of Offering

(M)

1. Suspension of service is not allowed. (M)
2. BellSouth Metro Ethernet Service is available 24 hours per day, 7 days per week, except for preventive maintenance. (M)
3. Obligations of customer and Company (M)
 - a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer. (M)
 - 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. (M)
 - c. At the Service Connection point the customer's signals must conform to IEEE Standards 802.3, 802.3u or 802.3z. To meet end-to-end delay requirements contained in these aforementioned standards, the customer may be required to provide additional equipment. (M)
 - d. Application testing described in A2.5.11 of this Tariff is not available for BellSouth Metro Ethernet Service components and features. (M)
4. The minimum service period for all BellSouth Metro Ethernet Service tariff components is twelve months. (M)
5. Due to the nature of BellSouth Metro Ethernet Service it will be necessary to perform preventive maintenance and software updates. This will mean that BellSouth Metro Ethernet Service and BellSouth CNM - Metro Ethernet Reporting will be unavailable during the period of time when preventive maintenance is being performed. This could result in BellSouth Metro Ethernet Service and BellSouth CNM - Metro Ethernet Reporting being unavailable during the period of time between 1:00 AM and 5:00 AM Eastern Time on any given Wednesday or Sunday morning. The Company upon written notice to the customer may adjust the maintenance window. (M)

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A40. FAST PACKET TRANSPORT SERVICES

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

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

8. SLA Credits for Core Trunk Automatic Failover

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

b. SLA Restrictions

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

- Credits are not provided for partial month service.
- A customer's account must be current to receive a credit.

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

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service,
- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
- the customer's premises equipment, and
- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for BellSouth-owned and operated equipment located on the customer's premise.

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

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A40. FAST PACKET TRANSPORT SERVICES

(N)

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

(N)

A40.13.2 Regulations (Cont'd)

(N)

C. Provision of Service (Cont'd)

(N)

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

(N)

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

(N)

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

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A40. FAST PACKET TRANSPORT SERVICES (N)

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

A40.13.3 Rates and Charges (Cont'd) (N)

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

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months	USOC	
(a) per CTAF Arrangement of less than 10 airline miles	\$500.00	\$525.00	\$450.00	\$325.00	MTEMP	(N)
(b) per CTAF Arrangement of 10 through 25 airline miles	\$750.00	\$775.00	\$600.00	\$550.00	MTEMQ	(N)
(c) per CTAF Arrangement of greater than 25 through 35 airline miles	\$1,000.00	\$1,200.00	\$950.00	\$800.00	MTEMR	(N)
(d) per CTAF Arrangement of greater than 35 through 50 airline miles	\$1,250.00	\$1,550.00	\$1,250.00	\$1,000.00	MTEMS	(N)
(e) per CTAF Arrangement of greater than 50 airline miles	\$1,250.00	\$2,200.00	\$1,750.00	\$1,450.00	MTEMT	(N)