

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date 1/31/02

Docket No. 020086-TL

- 1. Division Name/Staff Name Competitive Markets & Enforcement
- 2. OPR Gilchrist/ Simmons
- 3. OCR Dodson

4. Suggested Docket Title Investigation Into BellSouth Telecommunication's Tariff Filing (02-0057) on Installment Billing

\_\_\_\_\_

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES OR ACRONYMS ONLY if a regulated company.
- B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)

1. Parties and their representatives (if any):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested persons and their representatives (if any):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:

- Documentation is attached.
- Documentation will be provided with recommendation.

DOCUMENT NUMBER-DATE

01192 JAN 31 8

FPSC-COMMISSION CLERK

BellSouth Telecommunications, Inc.  
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January 17, 2002

Mr. Dan Hoppe, Director  
Division of Regulator Oversight  
Attn: Tariff Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Dear Mr. Hoppe:

Pursuant to Florida Statute 364.051 we are filing herewith revisions to our General Subscriber Service Tariff. Following are the affected pages:

General Subscriber Service Tariff

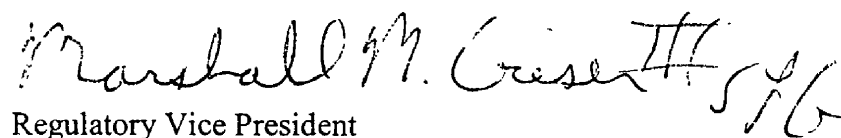
Section A4	Fourth Revised Page 5
Section A40	First Revised Page 2.1
	Fifth Revised Page 3
	Original Page 3.1
	Original Page 3.2
	First Revised Page 20.3.2
	Original Page 20.3.3
	Original Page 20.3.4

The purpose of this filing is to introduce Service Level Agreements (SLAs) for Frame Relay service and Asynchronous Transfer Mode (ATM) service. In addition wording is proposed to clarify that installment billing is not available to resellers of local exchange service.

Acknowledgment, date of receipt and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

Your consideration and approval will be appreciated.

Yours very truly,

  
Regulatory Vice President

Attachments

2002 JAN 17 PM 4:27  
DIVISION OF  
REGULATION / OVERSIGHT

### EXECUTIVE SUMMARY

This tariff filing will introduce an enhancement to Frame Relay Service and ATM service which will provide provisioning and repair Service Level Agreements (SLA). The two SLAs which are being introduced are Installation Interval and Time-To-Repair. If BellSouth fails to meet a service level commitment, the customer is eligible for a Service Level Agreement credit. The customer must request a credit within one calendar month of BellSouth missing a commitment. Following is a table that shows the commitment and the credit for each SLA.

<b>SLA</b>	<b>Commitment</b>	<b>Credit</b>
Frame Relay and ATM Installation Interval	Standard Interval	Credit non-recurring installation charge for Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension rate elements.
Frame Relay and ATM Time-To-Repair	4 hours on customer sites within the Frame Relay or ATM Network Serving Area	Credit one day of Monthly Recurring Charge for the Customer Connection and Broadband Exchange Line rate elements.

The customer's network must have a minimum of 10 customer connections for BellSouth to provide SLA credits. SLA credits will not apply when any service level commitment is not met because BellSouth does not have control over the circumstances causing the commitment to be missed. In addition, SLA commitments only apply for service wholly within BellSouth territory.

A customer's data network is a vital part of their business. Whether a service provider offers Service Level Agreements will in some cases influence which provider a customer chooses to supply their Frame Relay or ATM service. The addition of Service Level Agreements to BellSouth's Frame Relay and ATM services will enable BellSouth to better compete in the marketplace.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

~~Third~~ Fourth Revised Page 5  
Cancels ~~Second~~ Third Revised Page 5

ISSUED: ~~February 28, 2001~~ January 17, 2002

EFFECTIVE: ~~March 15, 2001~~ February 1, 2002

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

*Legislative Format*

**A4. SERVICE CHARGES**

**A4.2 Application of Charges (Cont'd)**

**A4.2.6 Service Charge Exceptions (Cont'd)**

- A. Service Charges do not apply for: (Cont'd)
  - 7. The move from a premises which has been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established, at the new/temporary location or for the move back into the original location.
  - 8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
  - 9. Requests for establishing toll credit cards.
  - 10. Requests for full or partial disconnection.
  - 11. Upgrades from Back-Up\* Line service to business individual line service.
- B. When a customer's request is provided:
  - 1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional service request. Charges for Line Connection, Line Change, or Premises Work will apply, if applicable, for additional service.
  - 2. In accordance with the Service Charge waivers listed in A.2. through 7. preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver service request.
- C. Service charges for connection, move or change do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

**A4.2.7 Installment Billing**

A. Service may be established in advance of payment of connection charges. At the customer's option, installation and Service Charges may be paid in up to twelve monthly installments meeting or exceeding the minimum monthly payment shown below. One Installment Billing arrangement is applicable per customer request as defined in A4.1. If Installment Billing is requested on additional installation and Service Charges incurred while a balance is due, the additional charges will be treated as a separate Installment Billing arrangement.

B. Installment billing is not available to resellers of local exchange service.

B.C. Installment Billing Service Fee

- 1. An Installment Billing Service Fee is applicable to Installment Billing payment arrangements established for regulated services purchased from this Tariff by residence customers and to payment arrangements made for overdue bill balances per A2.4.3.
  - (a) The fee applies for each installment arrangement billed. It is not Concession eligible.
  - (b) Multiple Installment Billing Service Fees may appear on one bill if the customer has multiple Installment Billing arrangements in effect.
  - (c) A customer paying the balance due in less than the predetermined number of installments will not be charged for unbilled installments.
  - (d) The fee will not apply to Lifeline/Link-Up customers or CPE (Customer Provided Equipment).

C.D. Rates and Charges

- 1. Per month minimum installment payments

- (a) Residence
- (b) Business

Monthly Rate	USOC
\$5.00	NA
5.00	NA

~~2. (DELETED)~~

3. Service Fee

- (a) Residence

1.00	NA
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GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 2.1  
Cancels Original Page 2.1

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Miami, Florida

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*Legislative Format*

**A40. FAST PACKET TRANSPORT SERVICES**

**A40.1 Frame Relay Service (Cont'd)**

**A40.1.2 Regulations (Cont'd)**

**A. Explanation of Terms (Cont'd)**

4. Data Link Connection Identifier (M)  
The Frame Relay standard specifies an address field called the Data Link Connection Identifier (DLCI). The DLCI specifies a connection. When any two DLCIs are mapped together, a PVC can be created. When three DLCI's are associated together, an Intelligent PVC can be formed. A DLCI which is not a Priority DLCI (as specified in A40.1.2.A.3.a. preceding) is referred to as a Standard DLCI. (M)
5. Committed Information Rate (CIR) (M)  
Committed Information Rate is a feature that enables the customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from any DLCI charges. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and, should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC. (M)  
The CIR value of Priority Voice DLCIs and Priority Data DLCIs must be greater than zero. (M)
6. Feature Change Charge (M)  
In addition to any specific optional feature charges, a Feature Change Charge applies whenever a change is made (at the customer's request) to a single optional feature for a single customer within a single network configuration on a single switch within a single jurisdiction. One Feature Change Charge will apply per service order required to perform the work. (M)  
A Feature Change Charge is applicable if the "first" DLCI, the one included with the Customer Connection, is modified. (M)
7. Serving Area Point (SAP) (M)  
A Company Central Office that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding.) (M)
8. Back-Up Capability (M)  
Back-Up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Customer Connection utilizes a Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate). Both the Back-Up Customer Connection and its associated Broadband Exchange Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes. (M)  
The customer must prearrange with the Company which primary Customer Connection(s) may be directed to a specific Back-Up Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary Customer Connection, or referred to herein as simply the primary Customer Connection. A primary Customer Connection may have only one Back-Up Customer Connection identified; however, a Back-Up Customer Connection may serve as the back-up for more than one primary Customer Connection. (M)  
The Back-Up Customer Connection is manually activated by the Company when the customer requests service from a primary Customer Connection to be redirected to its pre-identified Back-Up Customer Connection. All DLCIs associated with the primary Customer Connection are rerouted to the Back-Up Customer Connection. In the event that the customer chooses to utilize a Back-Up Customer Connection which is of a lower speed than the primary Customer Connection, network congestion may be encountered which may result in packets of data being discarded. (M)

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GENERAL SUBSCRIBER SERVICE TARIFF

~~Fifth~~ Fourth Revised Page 3  
Fourth Cancels ~~Third~~ Revised Page 3

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Miami, Florida

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**A40. FAST PACKET TRANSPORT SERVICES**

**A40.1 Frame Relay Service (Cont'd)**

**A40.1.2 Regulations (Cont'd)**

**A. Explanation of Terms (Cont'd)**

**8. Back-Up Capability**

~~Back-Up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Customer Connection utilizes a Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate). Both the Back-Up Customer Connection and its associated Broadband Exchange Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes.~~

~~The customer must prearrange with the Company which primary Customer Connection(s) may be directed to a specific Back-Up Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary Customer Connection, or referred to herein as simply the primary Customer Connection. A primary Customer Connection may have only one Back-Up Customer Connection identified; however, a Back-Up Customer Connection may serve as the back-up for more than one primary Customer Connection.~~

~~The Back-Up Customer Connection is manually activated by the Company when the customer requests service from a primary Customer Connection to be redirected to its pre-identified Back-Up Customer Connection. All DLCIs associated with the primary Customer Connection are rerouted to the Back-Up Customer Connection. In the event that the customer chooses to utilize a Back-Up Customer Connection which is of a lower speed than the primary Customer Connection, network congestion may be encountered which may result in packets of data being discarded.~~

**B. Basis of Offering**

1. Detailed monthly billing is not provided.
2. Suspension of service is not allowed.
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 (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
  - c. The maximum number of DLCIs per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change.
  - d. The Company is authorized to provide Frame Relay Service for use in application testing subject to the regulations set forth in A2.5.11. Up to 4 Customer Connections, with not more than 3 Customer Connections operating at the same transmission speeds, may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer which cannot otherwise be performed to the customer's satisfaction. Application testing is not available for 44,210 Mbps Customer Connections. Service Level Agreement credits as defined in 6. following do not apply for Frame Relay Service provided for an application test (i.e., no credits apply during the period of the application testing.)
4. In order to maintain the quality of Frame Relay Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
5. The minimum service period is one month.
6. Service Level Agreement

Frame Relay Service includes Service Level Agreements (SLAs) which specify the Company's provisioning and repair commitments for Frame Relay Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. The following service measurements will outline the service levels that the Company will deliver to its Frame Relay customers.

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Miami, Florida

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Provisioning and Repair:

- Frame Relay Installation Interval
- Frame Relay Time-To-Repair

(N)

(N)

(N)

Service Level Commitments will define Frame Relay service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for Frame Relay Service and associated Broadband Exchange Line Service from Section A40 of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

(N)

C. Provision of Service

(M)

- 1. Rates and charges contained in this Section of the Tariff consist of the following elements:
  - a. Customer Connection to Frame Relay Service
  - b. Back Up Capability
  - e. Frame Relay Service Features

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BY: Joseph P. Lacher, President -FL  
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## GENERAL SUBSCRIBER SERVICE TARIFF

EFFECTIVE: February 1, 2002

*Legislative Format***A40. FAST PACKET TRANSPORT SERVICES****A40.1 Frame Relay Service (Cont'd)****A40.1.2 Regulations (Cont'd)****B. Basis of Offering (Cont'd)****6. Service Level Agreements (Cont'd)****a. SLA Service Level Commitments**

The Company's Service Level Commitments for Frame Relay Service are as follows:

- Frame Relay Installation Interval - Standard Interval
- Frame Relay Time-To-Repair on customer sites within the Frame Relay Network Serving Area - 4 hours

**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 Frame Relay Service. The customer network design requirements are as follows:

- the customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits.

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, 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.
- unavailability of the customer's facilities and/or equipment.

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company.



BELLSOUTH  
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FLORIDA  
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Miami, Florida

## GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 3.2

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*Legislative Format***A40. FAST PACKET TRANSPORT SERVICES****A40.1 Frame Relay Service (Cont'd)****A40.1.2 Regulations (Cont'd)****B. Basis of Offering (Cont'd)**6. Service Level Agreements (Cont'd)b. SLA Provisioning Restrictions (Cont'd)

The customer must request a credit within one calendar month of the Company missing a Frame Relay Service Level Commitment. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. (N)

c. SLA Credits for Frame Relay Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (2) following): (N)

- Frame Relay Installation Interval – Credit non-recurring installation charge paid by the customer (N)

- Frame Relay Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC) (N)

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

(1) Frame Relay Installation Interval Credit - this credit will only apply to the installation or upgrade of a Frame Relay Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply. (N)

(2) Frame Relay Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be calculated by determining the MRC for the Customer Connection and Broadband Exchange Line and dividing the amount by 30. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Exchange Line. (N)

**C. Provision of Service**1. Rates and charges contained in this Section of the Tariff consist of the following elements: (M)

a. Customer Connection to Frame Relay Service (M)

b. Back-Up Capability (M)

c. Frame Relay Service Features (M)

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GENERAL SUBSCRIBER SERVICE TARIFF

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**A40. FAST PACKET TRANSPORT SERVICES**

**A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)**

**A40.8.2 Regulations (Cont'd)**

**A. Explanation of Terms (Cont'd)**

- 19. Feature Change Charge (M)(F)  
A Feature Change Charge is a nonrecurring charge which applies whenever a change is made (at the customer's request) to add or change ATM service as specified in C.1.e. following. (M)(F)
- 20. Serving Area Point (SAP) (M)(F)  
A Serving Area Point (SAP) is a Company Central Office that is designated as a member of the ATM Service Network Serving Area. (See the explanation of ATM Service Network Serving Area preceding.) (M)

**B. Basis of Offering** (M)

- 1. Detailed monthly billing is not provided. (M)
- 2. Suspension of service is not allowed. (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 (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company. (M)
  - c. The maximum number of virtual channels (PVC segments plus simultaneous SVCs) allowed per Customer Connection are specified in BellSouth Technical Reference 73585. (C)(M)
- 4. In order to maintain the quality of ATM Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in ATM Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company expects only to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer. (M)
- 5. The minimum service period is 12 months. (M)
- 6. Service Level Agreement (N)  
ATM Service includes Service Level Agreements (SLAs) which specify the Company's provisioning and repair commitments for ATM Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. The following service measurements will outline the service levels that the Company will deliver to its ATM customers.  
Provisioning and Repair: (N)
  - ATM Installation Interval (N)
  - ATM Time-To-Repair (N)Service Level Commitments will define ATM Service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for ATM Service and associated Broadband Exchange Line Service from Section A40 of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company. (N)

BELLSOUTH  
 TELECOMMUNICATIONS, INC.  
 FLORIDA  
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 BY: Joseph P. Lacher, President -FL  
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 20.3.3

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**A40. FAST PACKET TRANSPORT SERVICES**

**A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)**

**A40.8.2 Regulations (Cont'd)**

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

6. Service Level Agreement (Cont'd) (N)

a. SLA Service Level Commitments (N)

The Company's Service Level Commitments for ATM Service are as follows: (N)

- ATM Installation Interval - Standard Interval (N)
- ATM Time-To-Repair on customer sites within the ATM Network Serving Area - 4 hours (N)

b. SLA Restrictions (N)

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 ATM Service. The customer network design requirements are as follows: (N)

- the customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits. (N)

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, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control, (N)
- the customer's premises equipment, (N)
- unavailability of the customer's facilities and/or equipment (N)

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company. (N)

The customer must request a credit within one calendar month of the Company missing an ATM Service Level Commitment. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. (N)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 20.3.4

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Miami, Florida

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**A40. FAST PACKET TRANSPORT SERVICES**

**A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)**

**A40.8.2 Regulations (Cont'd)**

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

**6. Service Level Agreement (Cont'd)**

**c. SLA Credits for ATM Service Level Commitments**

(N)

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (2) following):

(N)

- ATM Installation Interval – Credit non-recurring installation charge paid by the customer

(N)

- ATM Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC)

(N)

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

(N)

(1) ATM Installation Interval Credit - this credit will only apply to the installation or upgrade of an ATM Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply.

(N)

(2) ATM Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be calculated by determining the MRC for the Customer Connection and Broadband Exchange Line and dividing the amount by 30. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Exchange Line.

(N)

**A4. SERVICE CHARGES**

**A4.2 Application of Charges (Cont'd)**

**A4.2.6 Service Charge Exceptions (Cont'd)**

- A. Service Charges do not apply for: (Cont'd)
  - 7. The move from a premises which has been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established, at the new/temporary location or for the move back into the original location.
  - 8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
  - 9. Requests for establishing toll credit cards.
  - 10. Requests for full or partial disconnection.
  - 11. Upgrades from Back-Up\* Line service to business individual line service.
- B. When a customer's request is provided:
  - 1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional service request. Charges for Line Connection, Line Change, or Premises Work will apply, if applicable, for additional service.
  - 2. In accordance with the Service Charge waivers listed in A.2. through 7. preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver service request.
- C. Service charges for connection, move or change do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

**A4.2.7 Installment Billing**

- A. Service may be established in advance of payment of connection charges. At the customer's option, installation and Service Charges may be paid in up to twelve monthly installments meeting or exceeding the minimum monthly payment shown below. One Installment Billing arrangement is applicable per customer request as defined in A4.1. If Installment Billing is requested on additional installation and Service Charges incurred while a balance is due, the additional charges will be treated as a separate Installment Billing arrangement.
- B. Installment Billing is not available to resellers of local exchange service. (N)
- C. Installment Billing Service Fee (T)
  - 1. An Installment Billing Service Fee is applicable to Installment Billing payment arrangements established for regulated services purchased from this Tariff by residence customers and to payment arrangements made for overdue bill balances per A2.4.3.
    - (a) The fee applies for each installment arrangement billed. It is not Concession eligible.
    - (b) Multiple Installment Billing Service Fees may appear on one bill if the customer has multiple Installment Billing arrangements in effect.
    - (c) A customer paying the balance due in less than the predetermined number of installments will not be charged for unbilled installments.
    - (d) The fee will not apply to Lifeline/Link-Up customers or CPE (Customer Provided Equipment).

**D. Rates and Charges (T)**

- 1. Per month minimum installment payments

		<b>Monthly Rate</b>	<b>USOC</b>
(a)	Residence	\$5.00	NA
(b)	Business	5.00	NA

- 2. Service Fee (T)

(a)	Residence	1.00	NA
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\* Registered Service Mark of BellSouth Intellectual Property Corporation

## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

##### A. Explanation of Terms (Cont'd)

###### 4. Data Link Connection Identifier

The Frame Relay standard specifies an address field called the Data Link Connection Identifier (DLCI). The DLCI specifies a connection. When any two DLCIs are mapped together, a PVC can be created. When three DLCI's are associated together, an Intelligent PVC can be formed. A DLCI which is not a Priority DLCI (as specified in A40.1.2.A.3.a. preceding) is referred to as a Standard DLCI.

###### 5. Committed Information Rate (CIR)

Committed Information Rate is a feature that enables the customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from any DLCI charges. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and, should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

The CIR value of Priority Voice DLCIs and Priority Data DLCIs must be greater than zero.

###### 6. Feature Change Charge

In addition to any specific optional feature charges, a Feature Change Charge applies whenever a change is made (at the customer's request) to a single optional feature for a single customer within a single network configuration on a single switch within a single jurisdiction. One Feature Change Charge will apply per service order required to perform the work.

A Feature Change Charge is applicable if the "first" DLCI, the one included with the Customer Connection, is modified.

###### 7. Serving Area Point (SAP)

A Company Central Office that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding.)

###### 8. Back-Up Capability

Back-Up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Customer Connection utilizes a Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate). Both the Back-Up Customer Connection and its associated Broadband Exchange Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes.

The customer must prearrange with the Company which primary Customer Connection(s) may be directed to a specific Back-Up Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary Customer Connection, or referred to herein as simply the primary Customer Connection. A primary Customer Connection may have only one Back-Up Customer Connection identified; however, a Back-Up Customer Connection may serve as the back-up for more than one primary Customer Connection.

The Back-Up Customer Connection is manually activated by the Company when the customer requests service from a primary Customer Connection to be redirected to its pre-identified Back-Up Customer Connection. All DLCIs associated with the primary Customer Connection are rerouted to the Back-Up Customer Connection. In the event that the customer chooses to utilize a Back-Up Customer Connection which is of a lower speed than the primary Customer Connection, network congestion may be encountered which may result in packets of data being discarded.

(M)

(M)

(M)

(M)

## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

##### B. Basis of Offering

1. Detailed monthly billing is not provided.
2. Suspension of service is not allowed.
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 (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
  - c. The maximum number of DLCIs per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change.
  - d. The Company is authorized to provide Frame Relay Service for use in application testing subject to the regulations set forth in A2.5.11. Up to 4 Customer Connections, with not more than 3 Customer Connections operating at the same transmission speeds, may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer which cannot otherwise be performed to the customer's satisfaction. Application testing is not available for 44.210 Mbps Customer Connections. *Service Level Agreement credits as defined in 6. following do not apply for Frame Relay Service provided for an application test (i.e., no credits apply during the period of the application testing.)*
4. In order to maintain the quality of Frame Relay Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
5. The minimum service period is one month.
6. Service Level Agreement
  - Frame Relay Service includes Service Level Agreements (SLAs) which specify the Company's provisioning and repair commitments for Frame Relay Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. The following service measurements will outline the service levels that the Company will deliver to its Frame Relay customers.

Provisioning and Repair:

    - Frame Relay Installation Interval
    - Frame Relay Time-To-Repair
  - Service Level Commitments will define Frame Relay service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for Frame Relay Service and associated Broadband Exchange Line Service from Section A40 of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

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

##### 6. Service Level Agreements (Cont'd)

##### a. SLA Service Level Commitments

The Company's Service Level Commitments for Frame Relay Service are as follows:

- Frame Relay Installation Interval - Standard Interval
- Frame Relay Time-To-Repair on customer sites within the Frame Relay Network Serving Area - 4 hours

##### 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 Frame Relay Service. The customer network design requirements are as follows:

- the customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits.

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, 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,
- unavailability of the customer's facilities and/or equipment.

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company.



EFFECTIVE: February 1, 2002

## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

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

##### 6. Service Level Agreements (Cont'd)

##### b. SLA Provisioning Restrictions (Cont'd)

The customer must request a credit within one calendar month of the Company missing a Frame Relay Service Level Commitment. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. (N)

##### c. SLA Credits for Frame Relay Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (2) following): (N)

- Frame Relay Installation Interval – Credit non-recurring installation charge paid by the customer (N)

- Frame Relay Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC) (N)

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

(1) Frame Relay Installation Interval Credit - this credit will only apply to the installation or upgrade of a Frame Relay Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply. (N)

(2) Frame Relay Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be calculated by determining the MRC for the Customer Connection and Broadband Exchange Line and dividing the amount by 30. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Exchange Line. (N)

##### C. Provision of Service

##### I. Rates and charges contained in this Section of the Tariff consist of the following elements:

a. Customer Connection to Frame Relay Service (M)

b. Back-Up Capability (M)

c. Frame Relay Service Features (M)

## A40. FAST PACKET TRANSPORT SERVICES

### A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

#### A40.8.2 Regulations (Cont'd)

##### A. Explanation of Terms (Cont'd)

###### 19. Feature Change Charge

A Feature Change Charge is a nonrecurring charge which applies whenever a change is made (at the customer's request) to add or change ATM service as specified in C.1.e. following.

###### 20. Serving Area Point (SAP)

A Serving Area Point (SAP) is a Company Central Office that is designated as a member of the ATM Service Network Serving Area. (See the explanation of ATM Service Network Serving Area preceding.)

##### B. Basis of Offering

1. Detailed monthly billing is not provided.

2. Suspension of service is not allowed.

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 (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.

c. The maximum number of virtual channels (PVC segments plus simultaneous SVCs) allowed per Customer Connection are specified in BellSouth Technical Reference 73585.

4. In order to maintain the quality of ATM Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in ATM Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company expects only to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.

5. The minimum service period is 12 months.

6. Service Level Agreement

ATM Service includes Service Level Agreements (SLAs) which specify the Company's provisioning and repair commitments for ATM Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. The following service measurements will outline the service levels that the Company will deliver to its ATM customers.

Provisioning and Repair:

- ATM Installation Interval

- ATM Time-To-Repair

Service Level Commitments will define ATM Service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for ATM Service and associated Broadband Exchange Line Service from Section A40 of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

(N)

(N)

(N)

(N)

(N)

(N)

## A40. FAST PACKET TRANSPORT SERVICES

### A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

#### A40.8.2 Regulations (Cont'd)

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

##### 6. Service Level Agreement (Cont'd)

##### a. SLA Service Level Commitments

The Company's Service Level Commitments for ATM Service are as follows:

- ATM Installation Interval - Standard Interval
- ATM Time-To-Repair on customer sites within the ATM Network Serving Area - 4 hours

##### 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 ATM Service. The customer network design requirements are as follows:

- the customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits.

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, 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,
- unavailability of the customer's facilities and/or equipment

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company.

The customer must request a credit within one calendar month of the Company missing an ATM Service Level Commitment. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

## A40. FAST PACKET TRANSPORT SERVICES

### A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

#### A40.8.2 Regulations (Cont'd)

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

##### 6. Service Level Agreement (Cont'd)

##### c. SLA Credits for ATM Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (2) following):

- ATM Installation Interval – Credit non-recurring installation charge paid by the customer
- ATM Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC)

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

- (1) ATM Installation Interval Credit - this credit will only apply to the installation or upgrade of an ATM Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply.
- (2) ATM Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be calculated by determining the MRC for the Customer Connection and Broadband Exchange Line and dividing the amount by 30. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Exchange Line.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

**A4. SERVICE CHARGES**

**A4.2 Application of Charges (Cont'd)**

**A4.2.6 Service Charge Exceptions (Cont'd)**

- A. Service Charges do not apply for: (Cont'd)
  - 7. The move from a premises which has been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established, at the new/temporary location or for the move back into the original location.
  - 8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
  - 9. Requests for establishing toll credit cards.
  - 10. Requests for full or partial disconnection.
  - 11. Upgrades from Back-Up<sup>®</sup> Line service to business individual line service.
- B. When a customer's request is provided:
  - 1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional service request. Charges for Line Connection, Line Change, or Premises Work will apply, if applicable, for additional service.
  - 2. In accordance with the Service Charge waivers listed in A.2. through 7. preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver service request.
- C. Service charges for connection, move or change do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

**A4.2.7 Installment Billing**

- A. Service may be established in advance of payment of connection charges. At the customer's option, installation and Service Charges may be paid in up to twelve monthly installments meeting or exceeding the minimum monthly payment shown below. One Installment Billing arrangement is applicable per customer request as defined in A4.1. If Installment Billing is requested on additional installation and Service Charges incurred while a balance is due, the additional charges will be treated as a separate Installment Billing arrangement.
- B. Installment Billing is not available to resellers of local exchange service. (N)
- C. Installment Billing Service Fee (T)
  - 1. An Installment Billing Service Fee is applicable to Installment Billing payment arrangements established for regulated services purchased from this Tariff by residence customers and to payment arrangements made for overdue bill balances per A2.4.3.
    - (a) The fee applies for each installment arrangement billed. It is not Concession eligible.
    - (b) Multiple Installment Billing Service Fees may appear on one bill if the customer has multiple Installment Billing arrangements in effect.
    - (c) A customer paying the balance due in less than the predetermined number of installments will not be charged for unbilled installments.
    - (d) The fee will not apply to Lifeline/Link-Up customers or CPE (Customer Provided Equipment).
- D. Rates and Charges (T)
  - 1. Per month minimum installment payments

		Monthly	
		Rate	USOC
(a)	Residence	\$5.00	NA
(b)	Business	5.00	NA
2.	Service Fee		
(a)	Residence	1.00	NA

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## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

##### A. Explanation of Terms (Cont'd)

###### 4. Data Link Connection Identifier

The Frame Relay standard specifies an address field called the Data Link Connection Identifier (DLCI). The DLCI specifies a connection. When any two DLCIs are mapped together, a PVC can be created. When three DLCI's are associated together, an Intelligent PVC can be formed. A DLCI which is not a Priority DLCI (as specified in A40.1.2.A.3.a. preceding) is referred to as a Standard DLCI.

###### 5. Committed Information Rate (CIR)

Committed Information Rate is a feature that enables the customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from any DLCI charges. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and, should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

The CIR value of Priority Voice DLCIs and Priority Data DLCIs must be greater than zero.

###### 6. Feature Change Charge

In addition to any specific optional feature charges, a Feature Change Charge applies whenever a change is made (at the customer's request) to a single optional feature for a single customer within a single network configuration on a single switch within a single jurisdiction. One Feature Change Charge will apply per service order required to perform the work.

A Feature Change Charge is applicable if the "first" DLCI, the one included with the Customer Connection, is modified.

###### 7. Serving Area Point (SAP)

A Company Central Office that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding.)

###### 8. Back-Up Capability

Back-Up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Customer Connection utilizes a Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate). Both the Back-Up Customer Connection and its associated Broadband Exchange Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes.

The customer must prearrange with the Company which primary Customer Connection(s) may be directed to a specific Back-Up Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary Customer Connection, or referred to herein as simply the primary Customer Connection. A primary Customer Connection may have only one Back-Up Customer Connection identified; however, a Back-Up Customer Connection may serve as the back-up for more than one primary Customer Connection.

The Back-Up Customer Connection is manually activated by the Company when the customer requests service from a primary Customer Connection to be redirected to its pre-identified Back-Up Customer Connection. All DLCIs associated with the primary Customer Connection are rerouted to the Back-Up Customer Connection. In the event that the customer chooses to utilize a Back-Up Customer Connection which is of a lower speed than the primary Customer Connection, network congestion may be encountered which may result in packets of data being discarded.

(M)

(M)

(M)

(M)

## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

##### B. Basis of Offering

1. Detailed monthly billing is not provided.
2. Suspension of service is not allowed.
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 (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
  - c. The maximum number of DLCIs per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change.
  - d. The Company is authorized to provide Frame Relay Service for use in application testing subject to the regulations set forth in A2.5.11. Up to 4 Customer Connections, with not more than 3 Customer Connections operating at the same transmission speeds, may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer which cannot otherwise be performed to the customer's satisfaction. Application testing is not available for 44.210 Mbps Customer Connections. *Service Level Agreement credits as defined in 6. following do not apply for Frame Relay Service provided for an application test (i.e., no credits apply during the period of the application testing.)*
4. In order to maintain the quality of Frame Relay Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
5. The minimum service period is one month.
6. Service Level Agreement

Frame Relay Service includes Service Level Agreements (SLAs) which specify the Company's provisioning and repair commitments for Frame Relay Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. The following service measurements will outline the service levels that the Company will deliver to its Frame Relay customers.

##### Provisioning and Repair:

- Frame Relay Installation Interval
- Frame Relay Time-To-Repair

Service Level Commitments will define Frame Relay service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for Frame Relay Service and associated Broadband Exchange Line Service from Section A40 of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

(M)

(C)

(N)

(N)

(N)

(N)

(N)

(N)

(M)

ISSUED: January 17, 2002  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: February 1, 2002

## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

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

##### 6. Service Level Agreements (Cont'd)

##### a. SLA Service Level Commitments

The Company's Service Level Commitments for Frame Relay Service are as follows:

- Frame Relay Installation Interval - Standard Interval
- Frame Relay Time-To-Repair on customer sites within the Frame Relay Network Serving Area - 4 hours

##### 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 Frame Relay Service. The customer network design requirements are as follows:

- the customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits.

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, 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,
- unavailability of the customer's facilities and/or equipment.

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company.



## A40. FAST PACKET TRANSPORT SERVICES

### A40.1 Frame Relay Service (Cont'd)

#### A40.1.2 Regulations (Cont'd)

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

##### 6. Service Level Agreements (Cont'd)

##### b. SLA Provisioning Restrictions (Cont'd)

The customer must request a credit within one calendar month of the Company missing a Frame Relay Service Level Commitment. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. (N)

##### c. SLA Credits for Frame Relay Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (2) following): (N)

- Frame Relay Installation Interval – Credit non-recurring installation charge paid by the customer (N)

- Frame Relay Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC) (N)

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

(1) Frame Relay Installation Interval Credit - this credit will only apply to the installation or upgrade of a Frame Relay Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply. (N)

(2) Frame Relay Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be calculated by determining the MRC for the Customer Connection and Broadband Exchange Line and dividing the amount by 30. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Exchange Line. (N)

##### C. Provision of Service

##### 1. Rates and charges contained in this Section of the Tariff consist of the following elements:

a. Customer Connection to Frame Relay Service (M)

b. Back-Up Capability (M)

c. Frame Relay Service Features (M)

## A40. FAST PACKET TRANSPORT SERVICES

### A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

#### A40.8.2 Regulations (Cont'd)

##### A. Explanation of Terms (Cont'd)

###### 19. Feature Change Charge

A Feature Change Charge is a nonrecurring charge which applies whenever a change is made (at the customer's request) to add or change ATM service as specified in C.1.e. following.

###### 20. Serving Area Point (SAP)

A Serving Area Point (SAP) is a Company Central Office that is designated as a member of the ATM Service Network Serving Area. (See the explanation of ATM Service Network Serving Area preceding.)

##### B. Basis of Offering

1. Detailed monthly billing is not provided.

2. Suspension of service is not allowed.

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 (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.

c. The maximum number of virtual channels (PVC segments plus simultaneous SVCs) allowed per Customer Connection are specified in BellSouth Technical Reference 73585.

4. In order to maintain the quality of ATM Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in ATM Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company expects only to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.

5. The minimum service period is 12 months.

6. Service Level Agreement

ATM Service includes Service Level Agreements (SLAs) which specify the Company's provisioning and repair commitments for ATM Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. The following service measurements will outline the service levels that the Company will deliver to its ATM customers.

Provisioning and Repair:

- ATM Installation Interval
- ATM Time-To-Repair

Service Level Commitments will define ATM Service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for ATM Service and associated Broadband Exchange Line Service from Section A40 of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

(N)

(N)

(N)

(N)

(N)

(N)



## A40. FAST PACKET TRANSPORT SERVICES

### A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

#### A40.8.2 Regulations (Cont'd)

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

##### 6. Service Level Agreement (Cont'd)

##### c. SLA Credits for ATM Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (2) following):

- ATM Installation Interval – Credit non-recurring installation charge paid by the customer
- ATM Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC)

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

- (1) ATM Installation Interval Credit - this credit will only apply to the installation or upgrade of an ATM Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Exchange Line and Broadband Exchange Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply.
- (2) ATM Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be calculated by determining the MRC for the Customer Connection and Broadband Exchange Line and dividing the amount by 30. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Exchange Line.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)