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TELECOMMUNICATIONS, INC.
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E21. FAST PACKET ACCESS SERVICE

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ACCESS SERVICES TARIFF

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹****E21.1.1 Service Description**

- A.** Exchange Access Frame Relay service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay service)¹ is a connection oriented packet-switched data service allowing for the interconnection of local area networks (LANS) or other compatible customer equipment. This service provides efficient throughput at various transmission speeds.

XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ allows for the transfer of variable length frames (packets). Frames are relayed by virtual connections; frames travel a fixed path through the network although bandwidth is not dedicated to each virtual connection.

This service uses Permanent Virtual Circuit (PVCs). A PVC is a logical channel from one XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ network interface to another XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ network interface. PVCs are end-to-end, bi-directional channels that are established *either by the Company* via the service provisioning process *or by the customer using optional Customer Configuration Management Capability described in E21.1.2.A.2.c. following.*

The XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ standard specifies an address field called the Data Link Connection Identifier (DLCI). The DLCI specifies a connection. A Standard PVC is created via the mapping of two Standard DLCIs; on an optional basis, features are available to allow the creation of Priority PVCs.

XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ is comprised of a network interface component plus optional features. Connection to XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ network interfaces may be accomplished through dedicated access. For intrastate dedicated access, rates, charges, and regulations for Special Access (a.k.a. BellSouth SPA) service are specified in Section E7. *of this Tariff.* Only non-channelized bandwidth may terminate on an XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ network interface.

There are two network interfaces available - a User Network Interface (UNI) and a Network-to-Network Interface (NNI).

The User Network Interface (UNI) is a standard interface used to connect the customer to the XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ network. It receives the data frame from the customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. The UNI is offered at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, and 44.210 Mbps.

The Network-to-Network Interface (NNI) specifies how an XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ switch sends and receives data from another provider's Frame Relay switch. The NNI is offered at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps and 44.210 Mbps.

B. Technical Specifications

The provision of Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay service)¹ requires the applicable network interface component. In addition, the customers may add optional features. Each of the components of the service are described in this Section.

All services installed after the effective date of this Tariff will conform to the transmission specification standards in the following references:

UNI Specifications for XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ are:

ANSI T1.617-1991, "Integrated Services Digital Network (ISDN) - Digital Subscriber Signaling System No. 1 (DSS1) - Signaling Specification for Frame Relay Service", American National Standards Institute, and ANSI T1.618-1991, "Integrated Services Digital Network (ISDN) - Core Aspects of Frame Relay Bearer Service", American National Standards Institute. This document is available from the American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.

Document No. 001-208966, "Frame Relay Specification with Extension Based on Proposed T1S1 Standards", Digital equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc. This document is available from the Frame Relay Forum, 39355 California Street, Suite 307, Fremont, CA 94538.

All UNI access facilities must be in conformance with ANSI standards T1.617-1991, T1.618-1991. These documents are available from the American National Standards Institute, 11 West 42nd Street, New York, New York 10036.

NNI Specifications for XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ are:

Frame Relay Forum Document FRF.2, Frame Relay Network-to-Network Phase 1 Implementation Agreement. This document is available from the Frame Relay Forum, 39355 California Street, Suite 307, Fremont, CA 94538.

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.1 Service Description (Cont'd)**B. Technical Specifications (Cont'd)**

All NNI access facilities must be in conformance with ANSI standards and Telcordia Technical Reference TS-TSV-001370. This document is available from Telcordia Technologies, Direct Sales, 8 Corporate Place, PYA 3A-184, Piscataway, N.J. 08854

Performance specifications **and service details** for XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ are **provided in:**

(N)

BellSouth Technical Reference 73587, Frame Relay (a.k.a. BellSouth Exchange Access Frame Relay service)¹ service Interface and Performance Specifications. This document is available from BellSouth Telecommunications, Inc., Regional Documentation Coordinator, 20th Floor, 600 North 19th Street, Birmingham AL 35203.

(N)

C. Interface Specifications

The following specifications are available with this service:

- Digital Packet (UNI)
- Digital Packet (NNI)

E21.1.2 Rate Categories**A. The following rate categories apply to XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹:**

(N)

1. Network Interface

This rate category provides for the customer's termination on the Fast Packet switch. The Network Interface rate category includes the packet switching function.

2. Optional Features

The Optional Features rate category provides for optional features which may be added to XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ to improve its quality or utility to meet specific communications requirements.

(N)

a. DLCIs per UNI or NNI

This feature provides for the assignment of Data Link Channel Identifiers (DLCIs) per UNI or NNI. One DLCI is required per UNI or NNI. When any two DLCIs are mapped together, a PVC can be created.

One Initial DLCI is applicable when DLCIs are ordered at the same time as the installation of a UNI or NNI. Only one "Initial" DLCI (either one Initial Standard DLCI or one Initial Priority DLCI) is allowed per UNI or NNI. Additional DLCIs (beyond this initial DLCI) ordered with the installation of the UNI or NNI and any DLCIs ordered subsequent to the installation of the UNI or NNI are considered Additional DLCIs. A DLCI which is not a Priority DLCI, as discussed following, is referred to as a Standard DLCI.

Priority PVC capability allows a customer to differentiate specific PVCs with regard to the importance of the data within those PVCs as compared to other PVCs. In the case of contention or network congestion, the network will give precedence to the frames of a Priority PVC over frames of a Standard PVC. XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ allows the creation of Priority PVCs. Such a Priority PVC is formed by the mapping of two Priority DLCIs (as set forth in E21.1.6.B.1. **following**); these Priority DLCIs must have an associated CIR value of greater than zero. A request to convert an existing Standard PVC to a Priority PVC (or vice versa) shall be considered as a request to disconnect the existing DLCIs and as a request to connect the new DLCIs. Individual DLCI charges are not applicable to the standard configurable DLCIs provided within a Configurable DLCI Bundle associated with optional Customer Configuration Management Capability described in E21.1.2.A.2.c. following. Configurable DLCIs are considered as additional standard DLCIs.

(N)

b. 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. The CIR value selected cannot exceed the minimum transmission speed of the **XAFRS Network Interface at either end of the PVC. (The Frame Relay network's burst capability and discard eligible feature are described in TR 73587.)**

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

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(N)

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.2 Rate Categories (Cont'd)

- A. The following rate categories apply to XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹: (Cont'd)

(N)

2. Optional Features (Cont'd)

c. Customer Configuration Management Capability

Configuration Management Capability is optionally available for an XAFRS¹ customer to have the ability to add, change and delete PVCs for their XAFRS Network Interface¹ themselves, without utilizing the standard ordering/provisioning process to request the Company to perform these functions. PVCs created thru the standard ordering/provisioning process by the Company are standard non-configurable PVCs and cannot be modified by the customer as described herein thru Customer Configuration Management Capability; the customer is billed the preceding DLCI and CIR rates and charges for standard non-configurable PVCs. PVCs created thru Customer Configuration Management Capability are referred to as configurable PVCs and may be created and modified by the customer as described herein; the customer is billed the charges described following for such configurable PVCs. A customer may choose to utilize one or both of these methods for establishing PVCs on a given XAFRS Network Interface¹.

(N)

(N)

Customer Configuration Management Capability is available only for XAFRS Network Interfaces¹ equipped with Network Visibility Service (NVS) and is available only for the customer to add, modify or delete configurable PVCs formed between similarly equipped Frame Relay¹ service with NVS and Customer Configuration Management Capability.

(N)

(N)

Customer Configuration Management Capability is established via the standard ordering/provisioning process on a per XAFRS Network Interface¹ basis when a minimum of one Configurable DLCI Bundle is ordered.

(N)

DLCIs in a Configurable DLCI Bundle will be referred to as configurable DLCIs. Two configurable DLCIs mapped thru Customer Configuration Management Capability form a configurable PVC.

To utilize Customer Configuration Management Capability, each XAFRS Network Interface¹ must have a minimum of one Configurable DLCI Bundle ordered by the customer. More than one Configurable DLCI Bundle may be ordered for a specific XAFRS Network Interface¹ to establish the block, or total quantity, of configurable DLCIs available for that XAFRS Network Interface¹. The block of configurable DLCIs established are only for the use of that single XAFRS Network Interface¹ may not be "shared" with other XAFRS Network Interfaces¹.

(N)

(N)

(N)

(N)

A monthly rate applies for each Configurable DLCI Bundle ordered and the rate varies based upon the quantity of configurable DLCIs included in each bundle. Each Configurable DLCI Bundle provides a specific quantity of standard configurable DLCIs, each with a maximum CIR of up to 64 Kbps per configurable DLCI. Customers will order the quantity and size bundles that will provide the total quantity or block of configurable DLCIs needed for an XAFRS Network Interface¹. The configurable DLCI block quantity is then the customer-established limit of the number of configurable DLCIs which the customer may manage on a specific XAFRS Network Interface¹. The block of configurable DLCIs selected for an XAFRS Network Interface¹ may be increased or decreased as the customer's needs change. The Configurable DLCI Block Establishment/Change Charge is the nonrecurring charge applicable for initially ordering and provisioning the Configurable DLCI Bundle(s) to establish the configurable DLCI block and for making a subsequent request to change the block size (i.e., add or delete bundles).

(N)

(N)

(N)

The Configurable DLCI Block Establishment/Change Charge is a nonrecurring charge applicable to initially establish the block of configurable DLCIs for an XAFRS Network Interface¹. This charge is also applicable per subsequent request to change the size of the configurable DLCI block. Only one such nonrecurring charge applies per request regardless of how many Configurable DLCI Bundles are requested to initially establish the block or are requested subsequently to be added or deleted.

(N)

With Customer Configuration Management Capability the customer will have the capability to add, change and/or delete configurable PVCs formed by the mapping of two configurable DLCIs. A PVC cannot be established between a configurable DLCI and a non-configurable DLCI thru either Customer Configuration Management Capability or thru the standard ordering/provisioning process. Customer Configuration Management Capability cannot be utilized to make changes to a non-configurable PVC, and the standard ordering/provisioning process cannot be utilized to create, modify or delete a configurable PVC.

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

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E21. FAST PACKET ACCESS SERVICE

E21.1 Exchange Access Frame Relay Service (XAFRS)¹ (a.k.a. BellSouth Exchange Access Frame Relay Service) (Cont'd) (N)

E21.1.2 Rate Categories (Cont'd)

A. The following rate categories apply to XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹: (Cont'd) (N)

2. Optional Features (Cont'd)

c. Customer Configuration Management Capability (Cont'd)

As a current technical limitation Customer Configuration Management Capability cannot be utilized for Priority PVCs. Therefore, requests for such PVCs will have to be made thru the standard ordering/provisioning process for the Company to provision and will be subject to the preceding standard rates and charges for such features.

Customer Configuration Management Capability may only be utilized to create configurable PVCs between two Frame Relay¹ services equipped with NVS and Customer Configuration Management Capability within the same LATA. (N)

A customer may request that some or all of the standard DLCIs associated with an existing XAFRS Network Interface¹ with Customer Configuration Management Capability be converted to Configurable DLCIs. Only standard DLCIs that are mapped to other Network Interfaces also equipped for Customer Configuration Management can be converted (subject to any limitations set forth herein on what types of PVCs are technically compatible with Customer Configuration Management Capability). The DLCI Conversion Charge is the nonrecurring charge applicable per standard DLCI requested to be converted to a configurable DLCI. Once converted to a configurable DLCI, that DLCI will be counted against the XAFRS Network Interface¹ configurable DLCI block quantity; monthly rates for the standard DLCI and associated CIR will concurrently no longer apply. (N)

A customer may request that some or all of the configurable DLCIs associated with an existing XAFRS Network Interface¹ with Customer Configuration Management Capability be converted to standard DLCIs which the customer will no longer manage. Such requests will convert the configurable DLCI "as is" to a standard DLCI (i.e., standard additional DLCI with same CIR value). The DLCI Conversion Charge is the nonrecurring charge applicable per configurable DLCI requested to be converted to a standard DLCI. Once converted to a standard DLCI, that DLCI (and associated CIR) will begin billing the standard DLCI and CIR monthly rates and will concurrently no longer count against the configurable DLCI block quantity for that XAFRS Network Interface¹. (N)

After the customer has established Customer Configuration Management Capability (by ordering Configurable DLCI Bundles to establish the configurable DLCI block for each XAFRS Network Interface¹) for their network, the customer will have access thru the NVS system to mechanically add, change and delete configurable PVCs between these XAFRS Network Interfaces¹. (N)

A Customer Configuration Management service request is made thru NVS for a specific PVC activity (e.g., add configurable PVC, change CIR or endpoint on an existing configurable PVC, delete configurable PVC, etc.) involving Frame Relay¹ services equipped with NVS and Customer Configuration Management Capability. Each Customer Configuration Management service request will be assigned a service request number to facilitate customer questions and to enable status and tracking. (N)

A Customer Configuration Management service request will be provisioned within minutes; however a Cancellation Window of two hours is allowed after successful provisioning during which time the customer may submit a request thru NVS to cancel or "undo" the request before the change becomes permanent. The customer may specifically request to forgo (close) the Cancellation Window during which a particular service request may be cancelled and commit that NVS make the service request provisioning become permanent immediately. When the Cancellation Window expires without the customer canceling the service request or the customer foregoes/closes the Cancellation Window, the provisioned service request is made permanent and considered a completed transaction.

Customer Configuration Management Capability effectively provides the customer near real-time processing capability to allow them to manage the provisioning and change activities for configurable PVCs within their network. However, access to Customer Configuration Management Capability is not guaranteed for customer access and use twenty-four hours a day/seven days a week. Customer access may be periodically preempted for higher priority Company network management and maintenance activities. Customer inability to access the NVS/Customer Configuration Management systems during these periods will not be considered a service outage.

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company. (N)

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.2 Rate Categories (Cont'd)

- A. The following rate categories apply to XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ : (Cont'd)

(N)

3. 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 within a single network configuration on a single switch. Although multiple changes may be caused by such actions, only one Feature Change Charge will apply.

4. Transfer of Service

When a change to the customer of record is requested, transfer of service charges, as set forth in E21.1.6.C. following will apply. Charges are applied on a Billing Account Number (BAN).

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(N)

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.2 Rate Categories (Cont'd)

- A. The following rate categories apply to XAFRS: *(a.k.a. BellSouth Exchange Access Frame Relay service)*¹ (Cont'd)

(N)

4. Transfer of Service (Cont'd)

Administrative changes, as identified following, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Access *(a.k.a. BellSouth SPA)* service to the same entity. (i.e., customer remains responsible for all outstanding indebtedness for Access. Administrative changes are as follows:

- a. Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name -- e.g., AT&T-Long Lines to AT&T-Long Lines to AT&T-Communications),
- b. Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- c. Change in billing data (name, address, or contract name or telephone number. The customer of record does not change),
- d. Change of customer circuit identification,
- e. Change of billing account number,
- f. Change of customer test line number,
- g. Change of customer or customer's end user contact name of telephone number, and
- h. Change of jurisdiction.

All other service arrangements, including physical changes to existing services, will be charged as follows:

If the change involves the addition of an optional feature which has a separate nonrecurring charge, that nonrecurring charge will apply.

E21.1.3 Acceptance Testing

At no additional charge, and at the customer's request, the Company will cooperatively test at the time of installation.

E21.1.4 Ordering Options and Conditions

The Access Order, as set forth in Section E5. preceding, is used in the provisioning of Exchange Access Frame Relay service (XAFRS) *(a.k.a. BellSouth Exchange Access Frame Relay service)*¹. Also included in that section are other charges which may be associated with ordering XAFRS *(a.k.a. BellSouth Exchange Access Frame Relay service)*¹ (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(N)

(N)

E21.1.5 Rate Regulations

- A. Rates and charges are specified in E21.1.6 following for Exchange Access Frame Relay service (XAFRS) *(a.k.a. BellSouth Exchange Access Frame Relay service)*¹. XAFRS *(a.k.a. BellSouth Exchange Access Frame Relay service)*¹ is available under the Fast Packet Services Payment Plan (SPP) as specified in E2.4.9(B) preceding.
- B. Minimum Period of Service
The minimum period is one month.
- C. Installation of Service
Nonrecurring charges apply to each UNI or NNI on each XAFRS *(a.k.a. BellSouth Exchange Access Frame Relay service)*¹ installed.
Nonrecurring charges for the Network Interface elements are set forth in E21.1.6.A. following.
- D. Installation of Optional Features
Nonrecurring charges apply to the installation of optional features as set forth in E21.1.6.B. following.

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.5 Rate Regulations (Cont'd)**E. Service Rearrangements**

Service rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements as set forth in B. preceding. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. A change which results from a transfer of service is described and charged as set forth in F. and E21.1.6.C. following.

F. Transfer of Service

When a change in billing data (e.g., name, address, contract name, or telephone number) is requested in association with a change in the customer's record, transfer of service charges, as set forth in E21.1.6.C. following will apply. Charges are applied on a Billing Account Number (BAN).

G. Maintenance

In order to maintain the quality of XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹, the Company reserves the right to perform preventive maintenance and software updates to the network. This could result in XAFRS (a.k.a. BellSouth Exchange Access Frame Relay service)¹ being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Monday 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 affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.

(N)

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.5 Rate Regulations (Cont'd)**H. Service Level Agreements**

Service Level Agreements (SLAs) provide the Company's service level commitments for specific aspects of its Frame Relay network's performance. SLAs are only provided for customers with at least ten Frame Relay UNIs and or NNIs. Such customers must also subscribe to Network Visibility Service (specifically NVS Fault Management, On Demand Statistics and Performance Reports) which is the primary monitoring and reporting tool used for determining performance results and missed commitments.

SLA commitments only apply for service wholly within Company territory; SLA commitments will not apply for service which is part of a jointly provided service.

1. SLA commitments are provided for Network Availability, Network Transit Delay and Frame Delivery Rate.
2. SLA credits are provided for missed commitments, except as specified otherwise in 3. and 4. following. An SLA report is provided through the NVS system that provides details of missed commitments upon which credits will be issued; the SLA report is available on a calendar month basis. Credits are automatically issued based upon the end-of-month SLA report; such credits shall only be issued once a month. The Company's calculation of its performance through the NVS system shall be the sole determinate of the Company's obligation to provide a credit for a missed performance commitment as set forth in this tariff.
3. SLA credits for missed commitments do not apply when any commitment is not met because the Company does not have control over the circumstances causing the commitment to be missed. Situations over which the Company does not have control can be defined as, but not limited to the following:
 - a. 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,
 - b. labor difficulties, governmental orders, civil commotions, acts of civil or military authority, embargoes, epidemics, declared National Emergencies, criminal actions against the Company, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, power blackouts, acts of God (including, but not limited to, earthquakes, floods or unusually severe weather conditions) or other circumstances beyond the Company's control,
 - c. the customer's premises equipment,
 - d. unavailability of the customer's facilities and/or equipment, and
 - e. customer oversubscription of the UNI/NNI beyond 200% (i.e., the sum of the total CIR of all PVCs carried by any UNI or NNI may not be greater than 200% of the UNI/NNI Network Interface speed).
4. SLA credits for missed commitments do not apply for situations when the customer's service is out of operation as a result of scheduled maintenance windows as set forth in E21.1.5.G. preceding. Time from such maintenance activity does not count towards the time a service is considered as unavailable during a calendar month for purposes of measuring for the Network Availability SLA.
5. SLA Commitments

SLA commitments for the specific aspects of the Frame Relay network's performance set forth in 1. preceding are measured on a specific calendar month basis. The specific network performance commitments provided and how their performance is measured through the NVS system for a calendar month are as follows:

Network Availability Commitment: 99.9%

The Network Availability commitment is provided on the customer's total Frame Relay network. Network Availability will measure the percentage of time during a calendar month that the customer's Frame Relay network is available.

Network availability will be measured through the NVS system for the customer's total Frame Relay network and for each individual Frame Relay UNI/NNI for a whole calendar month.

For the purpose of measuring Network Availability, times during which a Frame Relay UNI/NNI is out of operation in association with maintenance windows (as set forth in E21.1.5.G. preceding) and in association with situations over which the Company does not have control (as set forth in E21.1.5.H.3. preceding) are counted as "available" time.

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

BELLSOUTH
TELECOMMUNICATIONS
ALABAMA
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Birmingham, Alabama

ACCESS SERVICES TARIFF

First Revised Page 4.0.2
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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.5 Rate Regulations (Cont'd)**H. Service Level Agreements (Cont'd)****5. SLA Commitments (Cont'd)**

SLA commitments for the specific aspects of the Frame Relay network's performance set forth in 1. preceding are measured on a specific calendar month basis. The specific network performance commitments provided and how their performance is measured through the NVS system for a calendar month are as follows: (Cont'd)

Network Availability Commitment: 99.9% (Cont'd)

Total Frame Relay Network - Network Availability: Network Availability for the customer's total network is calculated by subtracting the total unavailable time for all the Frame Relay UNI/NNIs in a specific total calendar month, from the total available time for all the Frame Relay UNI/NNIs in that specific total calendar month, and then dividing the difference by the total available time for all the Frame Relay UNI/NNIs in that specific total calendar month. If the resulting percentage is less than 99.9%, the commitment for Network Availability has been missed; the Network Availability SLA Credit will then be issued on any Frame Relay UNI/NNI whose specific individual Network Availability measurement is below 99.9%.

Individual Frame Relay UNI/NNI - Network Availability: Network Availability for an individual Frame Relay UNI/NNI is calculated by first subtracting the unavailable time from the total available time for a specific calendar month, and then dividing it by the total available time for that specific calendar month. If the Network Availability SLA commitment was missed on the customer's total network and the resulting percentage for a specific individual Frame Relay UNI/NNI is less than 99.9%, the Network Availability SLA Credit set forth in E21.1.5.H.6. following will then be issued on that specific individual Frame Relay UNI/NNI.

Network Transit Delay commitment: 60 milliseconds, one-way

The Network Transit Delay commitment is provided for each individual PVC within the customer's Frame Relay network.

Through the NVS System, Network Transit Delay will measure the average one-way transit time of a specific PVC's frames through the network within a specific calendar month. The transit time for each frame transmitted is measured from the originating Frame Relay UNI/NNI to the terminating Frame Relay UNI/NNI. The measurement for the Network Transit Delay commitment is the average transit time of a frame for a PVC, based upon all the frames transmitted for that PVC during that specific calendar month.

The average monthly Network Transit Delay for a PVC will be determined by dividing the sum of the actual transit time of each frame sent via the PVC that month by the total frames transmitted in that specific calendar month. If the resulting average transit time per frame for that PVC is greater than 60 milliseconds (one-way), the commitment has been missed for that PVC and the Network Transit Delay SLA Credit set forth in E21.1.5.H.6. following will then be issued on this Frame Relay PVC.

Frame Delivery Rate Commitment: 99.9%

The Frame Delivery Rate commitment is provided for each Frame Relay PVC that has a CIR of greater than 32 Kbps.

Through the NVS System, Frame Delivery Rate will measure the percentage of frames successfully delivered for a PVC. The Frame Delivery Rate measures the quantity of frames transmitted versus quantity of frames received during a specific calendar month between the two Frame Relay UNI/NNI's forming the PVC (i.e., the difference in frames transmitted versus received are considered "dropped").

The monthly Frame Delivery Rate for a qualifying PVC in a specific calendar month is determined by subtracting the total frames dropped from the total frames transmitted, divided by the total frames transmitted. If the resulting percentage representing the percent of frames delivered for that PVC is less than 99.9%, this commitment has been missed and the Frame Delivery Rate SLA Credit set forth in E21.1.5.H.6. following will then be issued on this Frame Relay PVC.

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

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ACCESS SERVICES TARIFF

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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.5 Rate Regulations (Cont'd)**H. Service Level Agreements (Cont'd)****6. Credits for Missed SLA Commitments**

The following credits are provided for SLA performance commitments missed during a calendar month subject to the conditions outlined herein E21.1.5.H.

Total SLA credits issued for an individual Frame Relay UNI/NNI in a specific calendar month cannot exceed the total monthly recurring charges billed for that Frame Relay UNI/NNI (i.e., cannot exceed the sum of the monthly billing for the XAFRS Network Interface rate element plus any rate elements for features).

Network Availability SLA Credit:

This credit is appropriate when the Network Availability commitment for the customer's total network is missed; this credit is then applied per individual Frame Relay UNI/NNI that does not specifically meet the Network Availability commitment.

For each individual Frame Relay UNI/NNI not meeting this commitment for a specific calendar month, a credit equal to 1/30 of its monthly recurring charge for the XAFRS Network Interface rate element will be issued.

Network Transit Delay SLA Credit:

This credit is applied per individual Frame Relay PVC (i.e., a DLCI pair forming the PVC) that does not meet the Network Transit Delay commitment.

For each PVC not meeting this commitment for a specific calendar month, a credit equal to \$3.00 for the affected DLCI pair will be issued.

Frame Delivery Rate SLA Credit:

This credit is applied per individual Frame Relay PVC (i.e., a DLCI pair forming the PVC) that does not meet the Frame Delivery Rate commitment.

For each PVC not meeting this commitment for a specific calendar month, credits for the affected DLCI pair will be issued as follows:

. Recurring Charge Credit Per DLCI pair: \$ 3.00

. Recurring CIR Credit per DLCI pair:

0 Bps CIR	\$ 0.00
> 0 - 32 Kbps CIR	6.30
> 32 - 56 Kbps CIR	10.80
> 56 - 64 Kbps CIR	11.70
> 64 - 128 Kbps CIR	16.20
> 128 - 256 Kbps CIR	21.60
> 256 - 384 Kbps CIR	25.20
> 384 - 512 Kbps CIR	28.80
> 512 - 768 Kbps CIR	32.40
> 768 Kbps - 1.536 Mbps CIR	41.25
> 1.536 - 4 Mbps CIR	130.00
> 4 - 10 Mbps CIR	325.00
> 10 - 16 Mbps CIR	525.00
> 16 - 34 Mbps CIR	1,100.00
> 34 - 44.210 Mbps CIR	1,500.00

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

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BELLSOUTH
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Birmingham, Alabama

ACCESS SERVICES TARIFF

Third Revised Page 4.1
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EFFECTIVE: June 15, 2012

E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)⁵ (Cont'd)****E21.1.6 Rates and Charges****A. Network Interface****1. Per UNI**

		Nonrecurring Charge	Month To Month	A 12 to 24 Mos. Plan	B 25 to 48 Mos. Plan	USOC	
(a)	56 Kbps	\$300.00	\$93.00	\$73.50	\$44.00	XAFU5	(I)
(b)	64 Kbps	300.00	105.00	84.00	50.00	XAFU6	(I)
(c)	1.536 Mbps	410.00	441.00	351.00	210.00	XAFU1	(I)
(d)	44.210 Mbps	1,050.00	3,639.00	2,880.00	1,715.00	XAFU4	(I)
2. Per NNI							
(a)	56 Kbps	300.00	93.00	73.50	44.00	XAFN5	(I)
(b)	64 Kbps	300.00	105.00	84.00	50.00	XAFN6	(I)
(c)	1.536 Mbps	410.00	441.00	351.00	210.00	XAFN1	(I)
(d)	44.210 Mbps	1,050.00	3,639.00	2,880.00	1,715.00	XAFN4	(I)

B. Optional Features**1. DLCI¹**

		Nonrecurring Charge	Monthly Rate	USOC
(a)	Initial Standard DLCI ²	\$-	\$-	XAFD1
(b)	Additional Standard DLCI	25.00	1.50	XAFD2
(c)	Initial Priority DLCI ^{2,3}	-	5.00	XAFP1
(d)	Additional Priority DLCI ³	70.00	5.00	XAFP2
2. Committed Information Rate (CIR) (Per DLCI) cannot exceed the minimum transmission speed of the XAFRS Network Interface⁵ at either end of the PVC.⁴				
(a)	0 Bps	-	-	XAFCA
(b)	Over 0 thru 32 Kbps	-	7.00	XAFCB
(c)	Over 32 thru 56 Kbps	-	12.00	XAFCC
(d)	Over 56 thru 64 Kbps	-	13.00	XAFCD
(e)	Over 64 thru 128 Kbps	-	18.00	XAFCG

Note 1: These DLCI charges are not applicable for configurable DLCIs provided as part of a Configurable DLCI Bundle associated with Customer Configuration Management Capability.

Note 2: One "Initial" DLCI is applicable when DLCIs are ordered at the same time as the installation of the Network Interface. Only one Initial DLCI (either one Initial Standard DLCI or one Initial Priority DLCI) is allowed per Network Interface. All other DLCIs are considered Additional DLCIs.

Note 3: A Priority DLCI must have CIR with a value greater than 0.

Note 4: These CIR Charges are not applicable for configurable DLCIs provided within a Configurable DLCI Bundle (which include CIR of up to 64 Kbps per configurable DLCI) associated with Customer Configuration Management Capability.

Note 5: Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

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Birmingham, Alabama

ACCESS SERVICES TARIFF

Seventh Revised Page 5
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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)² (Cont'd)**

(N)

E21.1.6 Rates and Charges (Cont'd)**B. Optional Features (Cont'd)****2. (Cont'd)¹**

	Nonrecurring Charge	Monthly Rate	USOC
(f) Over 128 thru 256 Kbps	\$-	\$24.00	XAFCH
(g) Over 256 thru 384 Kbps	-	28.00	XAFCH
(h) Over 384 thru 512 Kbps	-	32.00	XAFCK
(i) Over 512 thru 768 Kbps	-	36.00	XAFCL
(j) Over 768 Kbps thru 1.536 Mbps	-	55.00	XAFCM
(k) Over 1.536 thru 4 Mbps	-	120.00	XAFCP
(l) Over 4 thru 10 Mbps	-	160.00	XAFCH
(m) Over 10 thru 16 Mbps	-	226.00	XAFCH
(n) Over 16 thru 34 Mbps	-	250.00	XAFCH
(o) Over 34 thru 44.210 Mbps	-	370.00	XAFCH

3. Customer Configuration Management Capability - Rate elements following for Customer Configuration Management Capability are applicable for DLCIs and CIR associated with configurable PVCs provisioned by the customer; these rates and charges apply in lieu of those preceding for DLCI and CIR rate elements applicable for standard PVCs provisioned by the Company.

- (a) Configurable DLCI Bundles - Each bundle provides the specified quantity of configurable DLCIs, with up to 64 Kbps CIR per DLCI. Multiple bundles may be selected to secure the total quantity, or block, of configurable DLCIs for an XAFRS Network Interface.

	Monthly Rate	USOC
- 2 DLCI Bundle	\$ 16.50	XAFKA
- 5 DLCI Bundle	41.00	XAFKB
- 15 DLCI Bundle	121.00	XAFKC
- 25 DLCI Bundle	197.00	XAFKD
- 35 DLCI Bundle	270.00	XAFKE
- 50 DLCI Bundle	373.00	XAFKF
- 100 DLCI Bundle	664.00	XAFKG
- 200 DLCI Bundle	1,162.00	XAFKH
- 300 DLCI Bundle	1,494.00	XAFKJ
- 400 DLCI Bundle	1,660.00	XAFKK

- (b) Configurable DLCI Block Establishment/Change Charge - This nonrecurring charge is applicable to initially establish the block of configurable DLCIs for an XAFRS Network Interface². This charge is also applicable per subsequent request to change the size of the block of configurable DLCIs. Only one such nonrecurring charge applies per request regardless of how many Configurable DLCI Bundles are requested to initially establish the block or are requested subsequently to be added or deleted.

(N)

	Nonrecurring Charge	USOC
- Per Request	\$ 45.00	XAFKY
(c) DLCI Conversion Charge - This nonrecurring charge is applicable per standard DLCI requested to be converted to a configurable DLCI and per configurable DLCI requested to be converted to a standard DLCI.		
- Per DLCI	16.00	XAFKZ

Note 1: These CIR Charges are not applicable for configurable DLCIs provided within a Configurable DLCI Bundle (which include CIR of up to 64 Kbps per configurable DLCI) associated with Customer Configuration Management Capability.

Note 2: Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

BELLSOUTH
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ALABAMA
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ACCESS SERVICES TARIFF

Fifth Revised Page 6
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E21. FAST PACKET ACCESS SERVICE**E21.1 Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service)¹ (Cont'd)**

(N)

E21.1.6 Rates and Charges (Cont'd)**C. Service Modification****1. Feature Change Charge**

(a) Per Occurrence, Per Feature

2. Transfer of Service

(a) Per Billing Account Number

Nonrecurring**Charge**
25.00**USOC**
XAFFC**65.00****XAFTF****E21.2 (DELETED)**

¹Effective November 23, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.1, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
ALABAMA
ISSUED: March 14, 2000
BY: President - Alabama
Birmingham, Alabama

ACCESS SERVICES TARIFF

Second Revised Page 7
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E21. FAST PACKET ACCESS SERVICE

E21.2 (DELETED) (Cont'd)

(D)

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TELECOMMUNICATIONS, INC.
ALABAMA
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Birmingham, Alabama

ACCESS SERVICES TARIFF

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E21. FAST PACKET ACCESS SERVICE

E21.2 (DELETED) (Cont'd)

(D)

BELLSOUTH
TELECOMMUNICATIONS, INC.
ALABAMA
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Birmingham, Alabama

ACCESS SERVICES TARIFF

Third Revised Page 9
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E21. FAST PACKET ACCESS SERVICE

E21.2 (DELETED) (Cont'd)

(D)

BELLSOUTH
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ALABAMA
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ACCESS SERVICES TARIFF

Second Revised Page 10
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E21. FAST PACKET ACCESS SERVICE**E21.3 BELLSOUTH EXCHANGE ACCESS ASYNCHRONOUS TRANSFER MODE SERVICE (XAATMS)¹**

(N)

E21.3.1 Service Description

- A. BellSouth Exchange Access Asynchronous Transfer Mode (ATM) Service (XAATMS)¹ is a connection-oriented data service based on ATM cell-based switching technology. BellSouth XAATMS¹ allows for the interconnection of ATM compatible customer equipment by providing efficient throughput at high speeds of transmission. BellSouth XAATMS¹ provides the switching of symmetrical duplex transmissions of fixed-length ATM cells (herein referred to as ATM cells).

(N)

(N)

(N)

A user network interface (UNI) is available with BellSouth XAATMS¹. The UNI is a standard interface used to connect the customer to the BellSouth XAATMS¹ switch. It receives the ATM cells into the ATM switch and verifies that the addressing and traffic parameters are valid (according to BellSouth XAATMS¹ technical specifications as referenced in E21.3.1.B. following) before relaying the ATM cells to the specified destination. The UNI is offered at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps and 599.040 Mbps.

(N)

(N)

(N)

The rate structure for BellSouth XAATMS¹ is comprised of a Network Interface rate element by transmission speed and rate elements for PVC Features (representing ATM traffic). Connection to BellSouth XAATMS¹ network interfaces is accomplished through dedicated access. For intrastate dedicated access, rates, charges, and regulations for Special Access (a.k.a. BellSouth SPA) Services are specified in Section 7 preceding. Only non-channelized bandwidth may terminate on a BellSouth XAATMS¹ network interface.

(N)

(N)

(N)

(N)

(N)

As BellSouth XAATMS¹ is a connection oriented service, to transfer information a virtual connection must be set up between two network interfaces on a BellSouth XAATMS¹ switch. BellSouth XAATMS¹ supports ATM traffic via permanent virtual connections (PVCs). PVCs are bi-directional virtual channels that are established via the service provisioning process.

(N)

(N)

(N)

For BellSouth XAATMS¹, the logical path between a customer's premises and a network interface on the BellSouth XAATMS¹ switch is referred to as an ATM PVC segment. The mapping together of two ATM PVC segments through the BellSouth XAATMS¹ switch creates an ATM PVC. This ATM PVC is a logical channel representing the path from one premises associated with a BellSouth XAATMS¹ network interface, through the BellSouth XAATMS¹ switch, to a premises associated with a different network interface on the BellSouth XAATMS¹ switch.

(N)

(N)

(N)

(N)

(N)

The following provides additional information on the terms used to describe the attributes of BellSouth XAATMS¹ with respect to the PVC Feature Charges which apply for ATM PVC traffic. Information is provided regarding ATM PVC segment, ATM PVC service categories, ATM PVC traffic parameters, and ATM PVC segment bandwidth.

(N)

1. ATM PVC Segment

For BellSouth XAATMS¹, the ATM PVC segment defines the logical path between a customer's premises and the network interface on the BellSouth XAATMS¹ switch. An ATM PVC segment must be provisioned by the Company via service order activity and remain in place until requested to be removed by the customer. For BellSouth XAATMS¹, two ATM PVC segments are mapped together through the BellSouth XAATMS¹ switch to create an ATM PVC representing a virtual channel through the BellSouth XAATMS¹ network.

(N)

(N)

(N)

(N)

(N)

2. ATM PVC Service Categories

ATM PVC service categories are established to support the service requirements of various categories of customer applications for ATM PVCs. Four ATM PVC service categories are available. The customer must specify the desired service category for each ATM PVC that is ordered. BellSouth XAATMS¹ supports the following types of ATM PVC service categories:

(N)

(N)

(N)

- a. Constant Bit Rate (CBR): CBR allows for applications where an ATM PVC requires special network timing requirements (i.e., strict PVC cell loss, cell delay and cell delay variation performance). For example, a CBR ATM PVC would be utilized for applications requiring circuit emulation (i.e., a continuously operating logical channel) over BellSouth XAATMS¹ at transmission speeds comparable to DS1 and DS3. Such applications would include private line like service or voice type service where delays in transmission cannot be tolerated. The customer specifies the bandwidth required for each CBR ATM PVC when it is ordered.

(N)

- b. Variable Bit Rate - Real Time (VBR-RT): VBR-RT allows for applications where an ATM PVC requires low cell delay variation. For example, VBR-RT would be utilized for applications such as variable bit rate video compression and packet voice and video which are somewhat tolerant of delay. The customer specifies the bandwidth required for each VBR-RT ATM PVC when it is ordered.

- c. Variable Bit Rate - Non-Real Time (VBR-NRT): VBR-NRT allows for an ATM PVC that can tolerate larger cell delay variations than VBR-RT. For example, VBR-NRT would be utilized for applications such as data file transfers. The customer specifies the bandwidth required for each VBR-NRT ATM PVC when it is ordered.

¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

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ACCESS SERVICES TARIFF

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E21. FAST PACKET ACCESS SERVICE**E21.3 BELL SOUTH EXCHANGE ACCESS ASYNCHRONOUS TRANSFER MODE SERVICE (XAATMS)² (CONT'D)**

(N)

E21.3.1 Service Description (Cont'd)**A. (Cont'd)****2. PVC Service Categories (Cont'd)**

- d. Unspecified Bit Rate (UBR): UBR allows for an ATM PVC where the user does not require one of the ATM PVC service categories described in (a) through (c) preceding. For example, UBR would be utilized where the customer seeks a low cost method of transporting bursty data for non-critical applications that can tolerate delay variations. The Company will attempt to deliver all ATM cells received via UBR ATM PVCs; however, network congestion may result in loss of ATM cells.

3. ATM PVC Traffic Parameters

In accordance with the technical specifications for BellSouth XAATMS² set forth in the technical publications referenced herein E21.3.1.B., each non-UBR type ATM PVC has a set of traffic parameters to describe the characteristics of the information being transmitted. Fixed values for these traffic parameters are derived from the ATM PVC bandwidth specified by the customer for each ATM PVC. These parameters are:

(N)

- a. Peak Cell Rate (PCR): The PCR, in cells per second, is an upper bound on the source traffic that can be submitted on a BellSouth XAATMS² network interface. PCR is a traffic parameter considered for both CBR and VBR service categories.

(N)

PCR is the only traffic parameter considered for a CBR ATM PVC; the equivalent bandwidth per CBR ATM PVC equals the PCR, in cells per second, times 0.000424.

PCR is one of three traffic parameters considered for a VBR ATM PVC. For a VBR-RT PVC, PCR is 200 percent of the SCR described following. For VBR-NRT, PCR is 400 percent of the SCR described following.

- b. Sustainable Cell Rate (SCR): The SCR, in cells per second, is an upper bound on the conforming average cell rate of a BellSouth XAATMS² network interface over time.

(N)

SCR is a traffic parameter considered only for a VBR ATM PVC. The equivalent bandwidth per VBR-RT ATM PVC is equal to the SCR, in cells per second, times 0.000512. The bandwidth per VBR-NRT ATM PVC is equal to the SCR, in cells per second, times 0.000804.

- c. Maximum Burst Size (MBS): MBS is the maximum number of consecutive cells that may be transmitted at the peak cell rate.

MBS is a traffic parameter considered only for a VBR ATM PVC. For a VBR-RT ATM PVC, the MBS is fixed at 32 cells. For a VBR-NRT ATM PVC, the MBS is fixed at 100 cells.

4. ATM PVC Segment Bandwidth

An ATM PVC Segment Bandwidth Charge is applicable for each CBR or VBR ATM PVC segment. Such non-UBR ATM PVC equivalent bandwidth represents the BellSouth XAATMS² network resources based on the ATM PVC's traffic parameters. The ATM PVC Segment Bandwidth Charge is derived by multiplying the ATM PVC segment's equivalent bandwidth (calculation following) by the appropriate ATM PVC Segment Bandwidth Charge (expressed in megabits or increments of 64 Kbps as described following).

(N)

The following calculations are applicable for determining non-UBR ATM PVC segment bandwidth based upon the ATM PVC category of service.

- a. CBR equivalent bandwidth is equal to the PCR (cells per second) times 0.000424. PCR is equal to increments of 64 Kbps of equivalent bandwidth times **150.943**, or megabits of equivalent bandwidth times **2358.491**.
- b. VBR-RT equivalent bandwidth is equal to the SCR (cells per second) times 0.000512. For VBR-RT service, the PCR is fixed at 200% of the SCR and the MBS is fixed at 32 cells. SCR is equal to increments of 64 Kbps of equivalent bandwidth times **125.000**, or megabits of equivalent bandwidth times **1953.125**.
- c. VBR-NRT equivalent bandwidth is equal to the SCR (cells per second) times 0.000804. For VBR-NRT service, the PCR is fixed at 400% of the SCR (unless specified otherwise by the customer¹) and the MBS is fixed at 100 cells. SCR is equal to increments of 64 Kbps of equivalent bandwidth times **79.602**, or megabits of equivalent bandwidth times **1243.781**.

Note 1: VBR-NRT equivalent bandwidth, where the PCR to SCR ratio is specified by the customer, is determined using the formula in Section 1.3.4 of BellSouth Technical Reference 73585.

Note2: Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.3 BELLSOUTH EXCHANGE ACCESS ASYNCHRONOUS TRANSFER MODE SERVICE (XAATMS)³ (CONT'D)**

(N)

E21.3.1 Service Description (Cont'd)**A. (Cont'd)****4. ATM PVC Segment Bandwidth (Cont'd)**

Where the result from the ATM PVC segment equivalent bandwidth calculation is greater than 1.536 Mbps, the value is expressed in units of megabits and (if a fraction of a megabit) is rounded up to the next whole megabit. This bandwidth is multiplied by the Per Megabit Bandwidth Charge.

Where the result from the ATM PVC segment equivalent bandwidth calculation is less than or equal to 1.536 Mbps, that number should be divided by .064 Mbps to arrive at a quantity of 64 Kbps increments. If the resulting number is not a whole number, it is rounded up to the next whole number and represents the number of 64 Kbps increments that should be utilized in the derivation of the PVC Segment Bandwidth Charge. This bandwidth is multiplied by the Per Increment of 64 Kbps Bandwidth Charge.

The following table illustrates the ATM PVC segment equivalent bandwidth calculation for each non-UBR type ATM PVC with 1 megabit of bandwidth.

<u>ATM PVC Service Category</u>	<u>Equivalent Bandwidth</u>	<u>Traffic Parameters</u>		
		<u>Peak Cell Rate¹</u>	<u>Sustainable Cell Rate¹</u>	<u>Maximum Burst Size²</u>
CBR	1 Megabit	2358	N/A	N/A
VBR-RT	1 Megabit	3906	1953	32
VBR-NRT	1 Megabit	4975	1244	100

B. Technical Specifications

BellSouth XAATMS³ services installed after the effective date of this tariff will conform to the service specifications and standards for BellSouth XAATMS³ service (including the BellSouth XAATMS³ UNI) set forth in the following references:

(N)

(N)

- BellSouth Technical Reference 73585, "Asynchronous Transfer Mode (ATM) Network Interface and Performance Specifications". This document is available from BellSouth Telecommunications, Inc., Regional Documentation Coordinator, 20th Floor, 600 North 19th Street, Birmingham, AL 35203.

The specifications set forth in BellSouth TR 73585 are in conformance with the following national standards for ATM services:

- ATM Forum documents, "ATM User-Network Interface Specification" (Versions 3.0 and 3.1). This document is available from ATM Forum, 2570 West El Camino Real, Suite 304, Mountain View, California, 94040.

C. Interface Specifications

In accordance with the interface specifications set forth in BellSouth TR 73585, the following is available with BellSouth XAATMS³:

(N)

- ATM Cell-switched (UNI)

E21.3.2 Rate Categories**A. The following rate categories apply to BellSouth XAATMS³:**

(N)

1. Network Interface

This rate category provides for the customer's termination on the BellSouth XAATMS³ switch. The Network Interface rate category includes the BellSouth XAATMS³ switching function.

(N)

(N)

2. PVC Features

The PVC Features rate category provides for the ordering and provisioning of ATM PVCs in association with the BellSouth XAATMS³ network interface.

Note 1: Cells per second.

Note 2: Cells.

Note 3: Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.3 BELLSOUTH EXCHANGE ACCESS ASYNCHRONOUS TRANSFER MODE SERVICE (XAATMS)¹ (CONT'D)**

(N)

E21.3.2 Rate Categories (Cont'd)**A. (Cont'd)****2. PVC Features (Cont'd)**

The rates for PVC Features may vary by ATM PVC service category and are listed in E21.3.6.B. by applicable ATM PVC service category.

- a. ATM PVC Segment Charge - An ATM PVC Segment Charge applies for each ATM PVC segment established over a network interface. An ATM PVC Segment Charge applies under all ATM PVC service categories.
- b. ATM PVC Segment Bandwidth Charge - An ATM PVC Segment Bandwidth Charge is required per ATM PVC segment established under the CBR or VBR ATM PVC service category (but is not applicable to UBR ATM PVCs). ATM PVC bandwidth represents BellSouth XAATMS¹ network resources required for the non-UBR ATM PVC and is based on the non-UBR ATM PVC's traffic parameters (i.e., PCR, SCR, and MBS). The total charge for this rate element per segment is determined by multiplying the non-UBR ATM PVC segment bandwidth by the ATM PVC Segment Bandwidth Charge, either Per Megabit or Per Increment of 64 Kbps (as appropriate per E21.3.1.A.4.).
- c. UBR Service Activation Charge - A UBR Service Activation Charge is applicable for each network interface over which UBR PVC(s) will traverse. One charge is applicable per network interface regardless of how many UBR PVCs will traverse that network interface.

(N)

3. Feature Change Charge

A Feature Change Charge applies for a customer request to change an existing BellSouth XAATMS¹ PVC Feature from E21.3.6.B. for which there is no nonrecurring charge. (Examples: A Feature Change Charge applies when a customer requests a change in the ATM PVC segment bandwidth required on an existing non-UBR ATM PVC. A Feature Change Charge applies when a customer requests that UBR Service Activation be added to an existing Network Interface which currently is not activated to carry UBR ATM PVCs if the request does not also include an order for a UBR ATM PVC Segment which carries a nonrecurring charge. A customer request to change the service category of an existing CBR ATM PVC to a VBR-RT ATM PVC would not involve a Feature Change Charge but would be treated as a disconnect of the CBR ATM PVC and a new request for a VBR-RT ATM PVC for which there is a nonrecurring charge.)

(N)

Only one Feature Change Charge applies per customer request that involves changes to multiple existing ATM PVCs of the same ATM PVC service category that are provisioned out of the same BellSouth XAATMS¹ switch. (For example, one Feature Change Charge would apply per customer request to change the ATM PVC segment bandwidth associated with two existing CBR ATM PVCs provisioned out of the same BellSouth XAATMS¹ switch.)

(N)

(N)

4. Transfer of Service

When a change to the customer of record is requested, transfer of service charges, as set forth in E21.3.6.D. following will apply. Charges are applied per Billing Account Number (BAN). Administrative changes, as identified below, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Access Service to the same entity. (i.e., customer remains responsible for all outstanding indebtedness for Access Service).

Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name -- e.g., AT&T-Long Lines to AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number. The customer of record does not change),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name of telephone number, and
- Change of jurisdiction.

¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.3 BELLSOUTH EXCHANGE ACCESS ASYNCHRONOUS TRANSFER MODE SERVICE (XAATMS)¹ (CONT'D)**

(N)

E21.3.2 Rate Categories (Cont'd)**A. (Cont'd)****4. (Cont'd)**

All other service arrangements, including physical changes to existing services, will be charged as follows:

-If the change involves the addition of an optional feature which has a separate nonrecurring charge, that nonrecurring charge will apply.

E21.3.3 Acceptance Testing

At no additional charge, and at the customer's request, the Telephone Company will cooperatively test with the customer at the time of installation.

E21.3.4 Ordering Options and Conditions

The Access Order, as set forth in Section 5 preceding, is used in the provisioning of BellSouth XAATMS¹. Also included in that Section are other charges which may be associated with ordering BellSouth XAATMS¹ (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(N)

(N)

E21.3.5 Rate Regulations

A. Rates and charges are specified in E21.3.6. following for the ordering and provisioning of BellSouth XAATMS¹. BellSouth XAATMS¹ is available under the Fast Packet Services Payment Plan (SPP) as specified in E2.4.9.B. preceding.

(N)

(N)

B. Minimum Period of Service

The minimum period per BellSouth XAATMS¹ rate element selected is one month.

(N)

C. Installation of Service

Nonrecurring charges apply to each BellSouth XAATMS¹ UNI installed.

(N)

Nonrecurring charges for the Network Interface elements are set forth in E21.3.6.A. following.

D. Installation of Features

Nonrecurring charges apply to each ATM PVC segment by ATM PVC service category as set forth in E21.3.6.B. following.

E. Transfer of Service

When a change in billing data (e.g., name, address, contact name or telephone number) is requested in association with a change in the customer's record, transfer of service charges, as set forth in E21.3.6.D. following will apply. Charges are applied on a per Billing Account Number (BAN).

F. Maintenance

In order to maintain the quality of BellSouth XAATMS¹, the Company reserves the right to perform preventive maintenance and software updates to the network. This could result in BellSouth XAATMS¹ being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given **Monday** 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 affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.

(N)

(N)

¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.3 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS)¹ (Cont'd)**

(N)

E21.3.5 Rate Regulations (Cont'd)**G. Service Level Agreements**

Service Level Agreements (SLAs) provide the Company's service level commitments for specific aspects of its ATM network's performance. SLAs are only provided for customers with at least ten ATM UNIs. Such customers must also subscribe to Network Visibility Service (specifically NVS Fault Management, On Demand Statistics and Performance Reports) which is the primary monitoring and reporting tool used for determining performance results and missed commitments.

SLA commitments only apply for service wholly within Company territory; SLA commitments will not apply for service which is part of a jointly provided service.

1. SLA commitments are provided for Network Availability, Cell Delivery Rate and Cell Loss Ratio.
2. SLA credits are provided for missed commitments, except as specified otherwise in 3. and 4. following. An SLA report is provided through the NVS system that provides details of missed commitments upon which credits will be issued; the SLA report is available on a calendar month basis. Credits are automatically issued based upon the end-of-month SLA report; such credits shall only be issued once a month. The Company's calculation of its performance through the NVS system shall be the sole determinate of the Company's obligation to provide a credit for a missed performance commitment as set forth in this tariff.
3. SLA credits for missed commitments do not apply when any commitment is not met because the Company does not have control over the circumstances causing the commitment to be missed. Situations over which the Company does not have control can be defined as, but not limited to the following:
 - a. 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,
 - b. labor difficulties, governmental orders, civil commotions, acts of civil or military authority, embargoes, epidemics, declared National Emergencies, criminal actions against the Company, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, power blackouts, acts of God (including, but not limited to, earthquakes, floods or unusually severe weather conditions) or other circumstances beyond the Company's control,
 - c. the customer's premises equipment,
 - d. unavailability of the customer's facilities and/or equipment, and
 - e. customer oversubscription of the ATM UNI beyond 200%, calculated as the total VBR equivalent bandwidth on all PVCs carried by the ATM UNI (after the CBR bandwidth is subtracted) may not be greater than 200% of the ATM UNI Network Interface speed.
4. SLA credits for missed commitments do not apply for situations when the customer's service is out of operation as a result of scheduled maintenance windows as set forth in E21.3.5.F. preceding. Time from such maintenance activity does not count towards the time a service is considered as unavailable during a calendar month for purposes of measuring for the Network Availability SLA.
5. Service Level Commitments

SLA commitments for the specific aspects of the ATM network's performance set forth in 1. preceding are measured on a specific calendar month basis. The specific network performance commitments provided and how their performance is measured through the NVS system for a calendar month are as follows:

Network Availability Commitment: 99.9%

The Network Availability commitment is provided on the customer's total ATM network. Network Availability will measure the percentage of time during a calendar month that the customer's ATM network is available.

Network availability will be measured through the NVS system for the customer's total ATM network and for each individual ATM UNI for a whole calendar month.

For the purpose of measuring Network Availability, times during which an ATM UNI is out of operation in association with maintenance windows (as set forth in E21.3.5.F. preceding) and in association with situations over which the Company does not have control (as set forth in E21.3.5.G.3. preceding) are counted as "available" time.

¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

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E21. FAST PACKET ACCESS SERVICE**E21.3 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS)¹
(Cont'd)**

(N)

E21.3.5 Rate Regulations (Cont'd)**G. Service Level Agreements (Cont'd)****5. Service Level Commitments (Cont'd)**

SLA commitments for the specific aspects of the ATM network's performance set forth in 1. preceding are measured on a specific calendar month basis. The specific network performance commitments provided and how their performance is measured through the NVS system for a calendar month are as follows: (Cont'd)

Network Availability Commitment: 99.9% (Cont'd)

Total ATM Network - Network Availability: Network Availability for the customer's total network is calculated by subtracting the total unavailable time for all the ATM UNIs in a specific total calendar month, from the total available time for all the ATM UNIs in that specific total calendar month, and then dividing the difference by the total available time for all the ATM UNIs in that specific total calendar month. If the resulting percentage is less than 99.9%, the commitment for Network Availability has been missed; the Network Availability SLA Credit will then be issued on any ATM UNI whose specific individual Network Availability measurement is below 99.9%.

Individual ATM UNI - Network Availability: Network Availability for an individual ATM UNI is calculated by first subtracting the unavailable time from the total available time for a specific calendar month, and then dividing it by the total available time for that specific calendar month. If the Network Availability SLA commitment was missed on the customer's total network and the resulting percentage for a specific individual ATM UNI is less than 99.9%, the Network Availability SLA Credit set forth in E21.3.5.G.6. following will then be issued on that specific individual ATM UNI.

Cell Delivery Rate Commitment: by PVC Category of Service

A Cell Delivery Rate commitment is provided on a per PVC basis for each ATM PVC with one of the following classes of service: CBR, VBR-RT and VBR-NRT. (A Cell Delivery Rate commitment is not provided for ATM PVCs with a UBR class of service).

The specific commitment for Cell Delivery Rate for a PVC with a CBR class of service is 99.99%.

The specific commitment for Cell Delivery Rate for a PVC with a VBR-RT class of service is 99.9%.

The specific commitment for Cell Delivery Rate for a PVC with a VBR-NRT class of service is 99.5%.

Through the NVS System, Cell Delivery Rate will measure the percentage of cells successfully delivered for a CBR or VBR PVC during a specific calendar month. The Cell Delivery Rate measures the quantity of cells received versus quantity of cells transmitted during a specific calendar month between the two ATM UNIs forming the PVC (i.e., the difference in cells transmitted versus received are considered "lost").

The monthly Cell Delivery Rate for a qualifying PVC in a specific calendar month is determined by subtracting the total cells lost from the total cells transmitted, divided by the total cells transmitted. If the resulting percentage representing the percent of cells delivered for that PVC is less than the specific commitment for that PVC class of service, this commitment has been missed and the Cell Delivery Rate SLA Credit set forth in E21.3.5.G.6. following will then be issued on this ATM PVC.

Cell Loss Ratio Commitment: 1%

A Cell Loss Ratio commitment is provided on a per PVC basis for every ATM PVC.

Through the NVS system, Cell Loss Ratio will measure the percentage of transmitted cells not delivered (or lost) for a PVC during a specific calendar month. The Cell Loss Ratio measures the quantity of cells lost versus the quantity of cells transmitted during a specific calendar month between the two ATM UNIs forming the PVC (i.e., the difference in cells transmitted versus received are considered "lost").

The monthly Cell Loss Ratio for a PVC in a specific calendar month is determined by dividing the quantity of cells lost (determined by subtracting the quantity of cells received from the quantity of cells transmitted) by the quantity of cells transmitted during that calendar month. If the resulting percentage representing the percent of cells lost for the PVC is greater than 1%, this commitment has been missed and the Cell Delivery Rate SLA Credit set forth in E21.3.5.G.6. following will then be issued on this ATM PVC based upon its category of service.

¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

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E21. FAST PACKET ACCESS SERVICE**E21.3 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS)¹ (Cont'd)**

(N)

E21.3.5 Rate Regulations (Cont'd)**G. Service Level Agreements (Cont'd)****6. Credits for Missed SLA Commitments**

The following credits are provided for SLA performance commitments missed during a calendar month subject to the conditions outlined herein E21.3.5.G.

Total SLA credits issued for an individual ATM UNI in a specific calendar month cannot exceed the total monthly recurring charges billed for that ATM UNI (i.e., cannot exceed the sum of the monthly billing for the XAATMS¹ Network Interface rate element plus any rate elements for features).

(N)

Network Availability SLA Credit:

This credit is appropriate when the Network Availability commitment for the customer's total network is missed; this credit is then applied per individual ATM UNI that does not specifically meet the Network Availability commitment.

For each individual ATM UNI not meeting this commitment for a specific calendar month, a credit equal to 1/30 of its monthly recurring charge for the XAATMS¹ Network Interface rate element will be issued.

(N)

Cell Delivery Rate SLA Credit:

This credit is applied per individual ATM PVC (i.e., PVC Segment pair forming the PVC) that does not meet the Cell Delivery Rate commitment.

For each PVC not meeting this commitment for a specific calendar month, a credit equal to \$5.00 for each PVC Segment will be issued.

Cell Loss Ratio SLA Credit:

This credit is applied per individual ATM PVC (i.e., PVC Segment pair forming the PVC) that does not meet the Cell Loss Ratio commitment.

For each PVC not meeting this commitment for a specific calendar month, a credit equal to \$5.00 for each PVC Segment will be issued.

¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

(N)

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.3 BELLSOUTH EXCHANGE ACCESS ASYNCHRONOUS TRANSFER MODE SERVICE (XAATMS)¹ (CONT'D)****E21.3.6 Rates and Charges****A. Network Interface**

		Nonrecurring Charges	Month To Month	A 12 to 24 Mos. Plan	B 25 to 48 Mos. Plan	USOC	
1.	Per UNI						
	(a) 1.536 Mbps	\$500.00	\$592.50	\$540.00	260.00	XAA11	(I)
	(b) 44.210 Mbps	750.00	3,639.00	2,880.00	1,550.00	XAA14	(I)
	(c) 149.760 Mbps	1,000.00	6,750.00	6,075.00	2,880.00	XAA17	(I)
	(d) 599.040 Mbps	1,500.00	13,500.00	12,150.00	5,800.00	XAA19	(I)

B. PVC Features**n1. CBR ATM PVC Service Category**

□

		Nonrecurring Charges	Month To Month	USOC
	(a) PVC Segment Charge, Per Segment	\$70.00	\$5.00	XAACS
	(b) Per Megabit-Bandwidth Charge, Per Segment or	-	25.00	XAACM
	(c) Per Increment of 64 Kbps-Bandwidth Charge, Per Segment	-	1.60	XAAK
n2.	VBR-RT ATM PVC Service Category			
	(a) PVC Segment Charge, Per Segment	70.00	5.00	XAAVS
	(b) Per Megabit-Bandwidth Charge, Per Segment or	-	25.00	XAAVM
	(c) Per Increment of 64 Kbps-Bandwidth Charge, Per Segment	-	1.60	XAAVK
3.	VBR-NRT ATM PVC Service Category			
	(a) PVC Segment Charge, Per Segment	70.00	5.00	XAANS
	(b) Per Megabit-Bandwidth Charge, Per Segment or	-	25.00	XAANM
	(c) Per Increment of 64 Kbps-Bandwidth Charge, Per Segment	-	1.60	XAANK
4.	UBR ATM PVC Service Category			
	(a) PVC Segment Charge, Per Segment	70.00	5.00	XAAUS

Per Network Interface

	(b) 1.536 Mbps UBR Service Activation Charge	-	10.00	XAAA1
	(c) 44.210 Mbps UBR Service Activation Charge	-	250.00	XAAA4
	(d) 149.760 Mbps UBR Service Activation Charge	-	500.00	XAAA7
	(e) 599.040 Mbps UBR Service Activation Charge	-	1,000.00	XAAA9

C. Feature Change Charge

(a) Per Occurrence, Per Feature	75.00	None	XAAFC
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D. Transfer of Service

(a) Per Billing Account Number	75.00	None	XAATF
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¹Effective November 23, 2011 BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) as described in 21.3, will no longer be available to new Customers. Existing term plan Customers, as of November 23, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.

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E21. FAST PACKET ACCESS SERVICE**E21.4 Reserved For Future Use****E21.5 Reserved For Future Use****E21.6 BellSouth Network Visibility Service****E21.6.1 General**

- A. BellSouth Network Visibility Service (NVS) is available on an optional basis as a feature of Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) and BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS).
- B. BellSouth NVS is a customer network management tool that provides customers a view into their BellSouth Fast Packet network for monitoring and trouble shooting purposes. The following BellSouth NVS options are available for XAFRS (a.k.a. BellSouth Exchange Access Frame Relay Service) and BellSouth XAATMS: Fault Management, On Demand Statistics and Performance Reports.
- C. BellSouth NVS supports hierarchical customer names. For example, a customer defines an overall network name (usually the customer name) and then may choose to establish multiple sub-network names. A maximum of five hierarchical tiers are available (the overall network plus four sub-network tiers).
- D. Access to **the BellSouth NVS graphical interface** is via a Web interface; **alternatively, a** dial or dedicated method described in Section A32. of the General Subscriber Service Tariff may also be used to access **the NVS graphical interface**. **Additionally, NVS may be accessed via a Remote Message Interface for the collection of raw data.** For security reasons, customers are required to identify themselves via a username and password. The username and password are assigned at the time the account is established. Following is a description and requirements for each type of access.
 - 1. Web Interface - This interface allows customers to access **the BellSouth NVS graphical interface** via the Web using a standard Web browser. This type of access requires a Security Card.
 - a. Security Card – This card provides the customer a unique password identification code which will electronically change periodically.
If the customer has purchased a Security Card in conjunction with another feature or service offered by BellSouth, that Security Card may also be used in conjunction with BellSouth NVS. It is the customer's responsibility to notify BellSouth of an existing Security Card so BellSouth can ensure that the card is validated for multiple features and/or services.
 - 2. Dial or Dedicated Interface **access to the BellSouth NVS graphical interface** – See A32.1.2 of the General Subscriber Services Tariff.
 - 3. Remote Message Interface – This interface will allow SSH-IP connectivity to BellSouth NVS from other compatible Network Management systems for the collection of raw data. The customer must have SSH access to the NVS platform. Connectivity must be via a Frame Relay PVC to the Company network. Technical details and limitations on the Remote Message Interface can be found in BellSouth Technical Reference TR-73587.
- E. The customer is responsible for providing and maintaining all terminal equipment necessary to access BellSouth NVS.
- F. A customer may subscribe to BellSouth NVS on a monthly basis. An account is established which will include the XAFRS (a.k.a. BellSouth Exchange Access Frame Relay Service) and BellSouth XAATMS Network Interfaces designated by the customer to have BellSouth NVS capability. Customers may choose to subscribe to BellSouth NVS for all Network Interfaces in their BellSouth Fast Packet network or choose BellSouth NVS for only a portion.

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E21. FAST PACKET ACCESS SERVICE**E21.6 BellSouth Network Visibility Service (Cont'd)**

(N)

E21.6.1 General (Cont'd)

(N)

- G. BellSouth NVS is available in two packages, 1) Fault Management and On Demand Statistics or 2) Fault Management, On Demand Statistics and Performance Reports. All network interfaces within a customer's account must be under the same package. If a customer desires to have both packages, a separate account must be established for each package type.

(N)

1. Fault Management

(N)

BellSouth NVS provides the ability to monitor fault and alarm information as network events occur. If a BellSouth network event results in automatic rerouting of customer owned PVCs on a Network Interface within the BellSouth Fast Packet network, such that those PVCs are not service impacted, then BellSouth will not send PVC events to the customer. The following Fault Management features are available on a customer and sub-network basis:

(N)

- BellSouth will provide to the customer, in near real time, all events, faults, and network alarms on any Network Interface or PVC.
- The customer can determine the severity level of alarms displayed and suppress the alarms they do not wish to view.

(N)

(N)

2. On Demand Statistics

(N)

BellSouth NVS provides customers statistics for each Network Interface and PVC on a customer and sub-network basis.

(N)

3. Performance Reports

(N)

BellSouth NVS provides XAFRS (a.k.a. BellSouth Exchange Access Frame Relay Service) and BellSouth XAATMS customers network performance reports on their BellSouth data network. Customers have the capability of requesting performance reports for interfaces. (Interfaces are defined as network interfaces and PVCs). BellSouth NVS provides a measure of the level of network performance of a customer's network and individual interfaces that is called the Network Performance Level. The Network Performance Level components include Incoming Utilization, Outgoing Utilization, Discarded Frames/Cells and Congestion. The Network Performance Level is used in several reports to provide a weighted performance measure taking into account all the performance parameters mentioned above.

(N)

Historical Performance reports will baseline historic network performance, trend future performance and highlight network performance problems. The following selection of reports is available:

(N)

- a. Network Summary Report - Provides an overview of the customer's network performance in terms of Total Frames/Cells Transmitted and Received, Percent Total Utilization, Total Frames/Cells Discarded, and Percent Frames/Cells Discarded of Total Frames/Cells Transmitted and Received.
- b. Forecast Report - Provides the network interfaces or PVCs that are projected to exceed customer specific thresholds of Utilization and Congestion.

(N)

(N)

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E21. FAST PACKET ACCESS SERVICE**E21.6 BellSouth Network Visibility Service (Cont'd)**

(N)

E21.6.1 General (Cont'd)

(N)

G. (Cont'd)

(N)

3. Performance Reports (Cont'd)

(N)

- c. Network Interface Performance Report - Provides the Network Performance Level on a customer selectable interface (network interface or PVC). (N)
- d. Capacity Planning Report - Provides the top ten over-utilized and top ten under-utilized interfaces (network interface or PVC). (N)
- e. Threshold Exceptions Report - Provides a daily report on the top ten interfaces that exceed a customer selectable threshold parameter. These parameters are Input Utilization, Output Utilization, Incoming Congestion, Outgoing Congestion, In Discards, and Out Discards. (N)
- f. Top Ten Report - Provides a daily report of the top ten interfaces with the highest volumes and the worst Network Performance Level. It also specifies the top ten interfaces with the greatest change in both volume and Network Performance Level. (N)

E21.6.2 Rate Regulations

(N)

- A. Rates and charges are specified in E21.6.4 following for BellSouth NVS. (N)
- B. The minimum period of service is one month. (N)
- C. The rates and charges set forth for BellSouth NVS provide for the furnishing of service where suitable facilities are available. (N)
- D. In order to maintain the quality of BellSouth NVS, the Company reserves the right to perform preventive maintenance and software updates. This could result in BellSouth NVS being unavailable during the time period between Midnight and 3:00 A.M. Eastern Time on Sundays. In addition, preventive maintenance may be performed on the XAFRS (a.k.a. BellSouth Exchange Access Frame Relay Service and BellSouth XAATMS circuits being monitored by BellSouth NVS on any given Monday or Sunday between 2:00 A.M. and 4:00 A.M. Eastern Time. BellSouth NVS will be unable to view these circuits while preventive maintenance is being performed. The Company only expects to utilize this maintenance window on the average of once a quarter. However, the Company reserves the right to perform maintenance at any time at its discretion that it believes such maintenance is necessary. The Company will make a reasonable effort to provide notice to those customers likely to be affected by such maintenance work. (N)

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E21. FAST PACKET ACCESS SERVICE**E21.6 BellSouth Network Visibility Service (Cont'd)****E21.6.3 Rate Categories**

The following rate categories apply to BellSouth NVS:

A. Service Establishment Charge

The Service Establishment Charge is a nonrecurring charge which applies per XAFRS (a.k.a. BellSouth Exchange Access Frame Relay Service) or BellSouth XAATMS customer account. If a customer is both a XAFRS (a.k.a. BellSouth Exchange Access Frame Relay Service) and BellSouth XAATMS customer, only one Service Establishment Charge will apply. This charge covers the initial establishment and set-up of the customer account in the BellSouth NVS database. A username(s) and password(s) will be assigned for use by the customer in accessing their account. At the time the account is established, a customer may also choose to establish sub accounts.

B. Fault Management and On Demand Statistics

A monthly charge applies for each Network Interface in the customer's network with BellSouth NVS capability. A nonrecurring charge is applicable per Network Interface at the time of installation.

C. Fault Management, On Demand Statistics and Performance Reports

A monthly charge applies for each Network Interface in the customer's network with BellSouth NVS capability. A nonrecurring charge is applicable per Network Interface at the time of installation.

D. Subsequent Modification Charge

The Subsequent Modification Charge is a nonrecurring charge which applies per Network Interface when a BellSouth NVS customer requests that existing BellSouth NVS Network Interfaces, or PVC's on the Network Interface, be modified. Examples of this charge include change of customer name and movement between packages. This charge is not applicable:

- when a new PVC is added to an existing BellSouth NVS Network Interface and BellSouth NVS is requested for the new PVC, or
- for a request to change a password.

E. Management Access Interface

All customers must have a Management Access Interface. This connection allows the customer to monitor their network. A monthly charge applies for each Web Interface **and each Remote Message Interface;** a nonrecurring charge is applicable per **Web Interface and per Remote Message Interface** at the time of installation. A Security Card described below is required for each web access. See A32.1.2 of the General Subscriber Services Tariff for a dial or dedicated access option. (C)

- Security Card – The Security Card charge specified in E21.6.4 E. following will apply for the initial card or for the issuance of additional cards for additional users or to replace a lost, damaged or expired card.

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E21. FAST PACKET ACCESS SERVICE**E21.6 BellSouth Network Visibility Service (Cont'd)****E21.6.4 Rates and Charges****A. Service Establishment Charge**

(a) Per Customer

**Nonrecurring
Charge**
\$250.00

USOC
NVSSE

B. Fault Management and On Demand Statistics

1. Per XAFRS Network Interface

**Nonrecurring
Charge**

Monthly**Rate****USOC**

(a) Per DS0

\$75.00**\$12.00****NVSFO**

(b) Per DS1

75.00**12.00****NVSF1**

(c) Per DS3

75.00**12.00****NVSF3**

2. Per BellSouth XAATMS Network Interface

(a) Per DS1

75.00**12.00****NVSA1**

(b) Per DS3

75.00**12.00****NVSA3**

(c) Per OC3

75.00**12.00****NVSAC**

(d) Per OC12

75.00**12.00****NVSA2****C. Fault Management, On Demand Statistics and Performance Reports**

1. Per XAFRS Network Interface

(a) Per DS0

75.00**14.00****NVSRO**

(b) Per DS1

75.00**14.00****NVSR1**

(c) Per DS3

75.00**14.00****NVSR3**

2. Per BellSouth XAATMS Network Interface

(a) Per DS1

75.00**14.00****NVST1**

(b) Per DS3

75.00**14.00****NVST3**

(c) Per OC3

75.00**14.00****NVSTC**

(d) Per OC12

75.00**14.00****NVST2****D. Subsequent Modification Charge**

**Nonrecurring
Charge**
\$70.00

USOC
NVSSM

(a) Per Network Interface

E. Management Access Interface¹

1. Web Interface

**Nonrecurring
Charge**
\$125.00

Monthly**Rate****USOC**

(a) Each

\$25.00**NVSW1**

2. Remote Message Interface

(a) Each

125.00**25.00****NVSRM****F. Security Card**

1. Per Card

**Nonrecurring
Charge**
\$100.00

USOC
NVSSC

(a) Each

Note 1: See A32.1.2 of the General Subscriber Services Tariff for a dial or dedicated access option.