

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JULY 31, 2008

TARIFF F.C.C. NO. 1
 931ST REVISED PAGE 1
 CANCELS 930TH REVISED PAGE 1

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ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown.

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 Tariff are owned by BellSouth Intellectual Property Corporation.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.61 Contract Offer No. 58 – Special Access DS1/DS3 Bundle Service Offer¹ (N)

25.61.1 General Description

Contract Offer No. 58 – Special Access Bundle Service Offer (Contract Offer No. 58) is an access discount pricing plan. This Contract Offer No. 58 permits Customers who meet the Eligibility Criteria in Section 25.61.3, and the Terms and Conditions in Section 25.61.4, to purchase Subject Services in Section 25.61.2 and receive credits listed in Section 25.61.5. Subject Services are available under Contract Offer No. 58 in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) described in Section 25.61.3 (B).

Contract Offer No. 58 is available for subscription from August 1, 2008 through September 15, 2008. This Contract Offer is not renewable.

25.61.2 Subject Services

This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section(s):

- BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Section 7 – DS1 High Capacity Service (a.k.a. BellSouth SPA DS1), and
- BellSouth Tariff F.C.C. No. 1, Section 7 – DS3 High Capacity Service (a.k.a. BellSouth SPA DS3)

25.61.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria to receive this Contract Offer No. 58 credits:

- (A) Subject Services must be pricing flexibility qualified access services listed in Section 25.61.2;
- (B) Subject Services must be located in the following MSA: Atlanta, GA;
- (C) Subject Services ordered pursuant to this Contract Offer must be new services (services not previously provided to the Customer by the Telephone Company); and
- (D) Subject Services must originate or terminate on a wireless carrier's network.

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25.61.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty-six (66) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, DS3 Subject Services shall be subject to the rates, terms and conditions provided in Sections 7 and 23 of BellSouth Tariff F.C.C. No. 1 (Plan C), for the remainder of the sixty (60) month term commitment applicable to each DS3 Subject Service. Upon expiration of the Term Period, DS1 Subject Services shall be subject to the prevailing applicable rates in BellSouth Tariff F.C.C. No. 1, Section 23 unless the Customer selects an applicable payment plan, as described in Section 23.

(B) General Terms and Conditions

- (1) Subject Services, described in Section 25.61.2, are subject to certain rates, charges and general terms and conditions described in BellSouth Tariff F.C.C. No. 1, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions of this Contract Offer.
- (2) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.
- (3) The Customer may not include DS3 Subject Services provided under this Contract Offer in any other contract offer, promotional offering or other discount plan (e.g., TAP).
- (4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services purchased under this Contract Offer is prohibited.
- (5) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company.
- (6) Beginning no later than six (6) months after the beginning of the Term Period and continuing throughout the remainder of the Term Period, the Customer must purchase from the Telephone Company, at minimum, the following services in the Atlanta, GA MSA: One (1) OC-192 SMARTRing² and one (1) DWDM Wavelength Ring.²

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²SMARTRing and DWDM Wavelength services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

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25.61.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

- (7) The Customer must purchase the following new Subject Services, which the Customer must order with Customer Desired Due Dates (CDDDs) within the specified number of months after subscription to this Contract Offer, and must continue to maintain the same minimum in service levels throughout the remainder of the Term Period.
- (a) The Customer must purchase one hundred ten (110) new DS3 Subject Services with CDDDs within thirty (30) months after subscription to this Contract Offer. DS3 Subject Services must be ordered subject to a 60-month term commitment in Section 23 of BellSouth Tariff F.C.C. No. 1 (Plan C); and
- (b) The Customer must purchase six hundred twenty-five (625) new DS1 Subject Services with CDDDs within thirty-six (36) months after subscription to this Contract Offer. DS1 Subject Services may be ordered subject to any applicable tariff term provision.
- (8) Credits provided under this Contract Offer are applicable only to one hundred ten (110) DS3 Subject Services. This Contract Offer does not limit the Customer's ability to purchase additional services under any other applicable contact or tariff.

25.61.5 Rates and Charges

(A) BellSouth SPA High Capacity DS3 Rates and Charges

The Customer will initially be billed according to the prevailing Monthly Recurring Charges (MRCs) listed in Section 23 of BellSouth Tariff F.C.C. No. 1, as applicable to a 61-96 month term commitment (Plan C), for DS3 Subject Services. The Customer will then be credited in an amount equal to fifteen (15) percent of the prevailing Plan C term rates. This credit will be applied monthly, in arrears during the Term Period. The Customer's right to retain the benefit of credits issued under this Contract Offer shall be subject to the Customer's completion of its obligations under this Contract Offer throughout the Term Period. If the Customer discontinues service under this Contract Offer during the Term Period for any reason other than material breach by the Telephone Company, or if the Customer breaches any Term or Condition of this Contract Offer or any provision of any other tariff applicable to the Subject Services during the Term Period, the Customer shall return to the Telephone Company an amount equal to the total of all credits previously issued. Such amount shall become due upon termination or breach.

(B) BellSouth SPA High Capacity DS1 Rates and Charges

The Customer will be billed the prevailing Monthly Recurring Charges (MRCs) listed in Section 23 of BellSouth Tariff F.C.C. No. 1.

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25.61 Contract Offer No. 58 – Special Access DS1/DS3 Bundle Service Offer (N)
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25.61.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to BellSouth Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in BellSouth Tariff F.C.C. No. 1, Section 2.1.2, are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B) or (C) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty (50) percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

- (B) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 25.61.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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25.61.7 Mergers and Acquisitions

All provisions of this Contract Offer shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

25.61.8 Technology Upgrade

- (A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offering from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following additional conditions are met:
- (1) The Customer must meet all eligibility requirements outlined in Section 25.61.3, and Terms and Conditions outlined in Section 25.61.4;
 - (2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and
 - (3) The Customer will be responsible for all Non-Recurring Charges associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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25.61 Contract Offer No. 58 – Special Access DS1/DS3 Bundle Service Offer (N)
(Cont'd)¹

25.61.9 DS3 Portability

The Telephone Company will waive otherwise applicable termination liability charges for moves of existing DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges.

- (A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer.
- (B) DS3 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability.

25.61.10 Termination Liability

Termination liability for Subject Services shall be governed by the otherwise applicable tariff provisions in BellSouth Tariff F.C.C. No. 1, Section 2.

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