

EFFECTIVE: JULY 11, 2009

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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* New or Revised Page

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JULY 10, 2009

TARIFF F.C.C. NO. 1
 8TH REVISED PAGE 9.0.5.2.2
 CANCELS 7TH REVISED PAGE 9.0.5.2.2

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 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JULY 10, 2009

TARIFF F.C.C. NO. 1
 23RD REVISED PAGE 9.0.5.3
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28-43.1	2nd	29-19.2	4th	29-33.0.3	2nd
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28-45	1st	29-20	7th	29-34	2nd
28-46	1st	29-20.1	4th	29-35	5th
28-47	2nd	29-20.2	4th	29-35.1	2nd
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29-6	2nd	29-29.0.2	3rd	29-40.1	2nd
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29-14	3rd	29-31	6th	29-43	7th
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29-17.2	4th	29-32.0.2	3rd	29-44.3	3rd
29-17.3	4th	29-32.0.3	2nd	29-45	7th
29-17.4	5th	29-32.1	4th	29-45.1	2nd
29-18	7th	29-32.2	2nd	29-45.2	3rd
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BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JULY 10, 2009

TARIFF F.C.C. NO. 1
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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.68 Contract Offer No. 65 – Special Access LightGate® DS3 Service Offer¹ (N)

25.68.1 General Description

Contract Offer No. 65 – Special Access LightGate® DS3 Service Offer (Contract Offer No. 65) is an access discount pricing plan. Contract Offer No. 65 permits Customers who meet the Eligibility Criteria in Section 25.68.3, and the Terms and Conditions in Section 25.68.4, to purchase Subject Services in Section 25.68.2 and receive credits listed in Section 25.68.5. Subject Services are available under Contract Offer No. 65 in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) described in Section 25.68.3 (B).

Contract Offer No. 65 is available for subscription from July 11, 2009 through August 11, 2009. This Contract Offer is not renewable.

25.68.2 Subject Services

This Contract Offer applies to the pricing-flexibility-qualified service contained in the following tariff section: BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Section 7 – LightGate® 1 DS-3 High Capacity Service (Subject Services).

25.68.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria.

- (A) Subject Services must be pricing flexibility qualified access services listed in Section 25.68.2.
- (B) Subject Services must be located in the following MSA: Nashville, TN.
- (C) Subject Services ordered pursuant to this Contract Offer must be installed by the Telephone Company by August 31, 2009.

25.68.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty one (61) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in BellSouth Tariff F.C.C. No. 1, Sections 7 or 23, unless the Customer selects an applicable payment plan, as described in Sections 7 and 23, or disconnects the Subject Services. This Contract Offer is not renewable.

¹All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.68 Contract Offer No. 65 – Special Access LightGate® DS3 Service Offer (N)
(Cont'd)¹

25.68.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions

- (1) Subject Services are subject to certain rates, terms and conditions 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 Subject Services provided under this Contract Offer in any other contract offer, promotional offering or other discount plan (e.g., Transport Advantage Plan (TAP)).
- (4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services purchased under this Contract Offer is prohibited.
- (5) If the Customer discontinues service under Contract Offer No. 65 during the Term Period, or if the Customer breaches any Term or Condition of this Contract Offer or any provision of any other applicable tariff, termination liability charges shall apply in accordance with Section 25.68.9.
- (6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company.
- (7) The Customer shall include one DS3 LightGate® Service, installed no later than August 31, 2009 from the Telephone Company, and located in the Nashville, TN MSA under this Contract Offer.
- (8) The Customer will receive a Reward Credit in an amount equal to the stated percentage in Section 25.68.5 of the prevailing Monthly Rates listed in Section 7 of BellSouth Tariff F.C.C. No. 1, as applicable to a 61-96 month term commitment, for Subject Services. Reward Credits will be applied monthly, in arrears. Taxes, if applicable, will be charged on the corresponding Monthly Rates listed in the tariff, but will not be included in the Reward Credits applied to the Customer's bill.

¹All material on this page is new.

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.68 Contract Offer No. 65 – Special Access LightGate® DS3 Service Offer (N)
 (Cont'd)¹

25.68.5 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 7 of BellSouth Tariff F.C.C. No. 1, as applicable to a 61-96 month term commitment, for DS3 Subject Services for the Universal Service Order Codes (USOCs) in Table A, below. The Customer will then be credited in an amount equal to one (1) percent of the prevailing 61-96 month term rates. Credits will be applied monthly, in arrears.

Table A

LightGate® 1 Local Channel - Includes First One-Half Mile	HFSC7
LightGate® 1 Local Channel - Additional One-Half Miles	1LPEA
LightGate® Customer Channel Interface, Per DS3	1PQEP
LightGate® Central Office Channel Interface, Per DS3	1PQEC
LightGate® Interoffice Channel, Fixed	1LPS8
LightGate® Interoffice Channel, Per Mile	1LPE8
LightGate® Central Office Channel Interface, Per DS3	1PQE3
LightGate® Interoffice Channel – Per DS1	1PQE1

25.68.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of service 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).

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.68 Contract Offer No. 65 – Special Access LightGate® DS3 Service Offer (N)
(Cont'd)¹

25.68.6 Assignment/Transfer/Successors (Cont'd)

- (A) Any debt securities of the proposed assignee, 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, 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, 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.

- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 25.68.6 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.

25.68.7 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.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.68 Contract Offer No. 65 – Special Access LightGate® DS3 Service Offer (N)
(Cont'd)¹

25.68.8 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 25.68.3, and Terms and Conditions outlined in Section 25.68.4;
- (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 (NRCs) associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

25.68.9 Termination Liability

Termination of Contract Offer. If the Customer terminates this Contract Offer or breaches any provision of this Contract Offer, the Customer shall be liable for a termination charge, which shall be equal to fifty (50) percent of the applicable MRCs for the balance of the Term Period. The termination charge will be calculated as follows:

$$\text{MRCs} \times 50\% \times (\text{months remaining in Term Period}) = \text{Termination Charge.}$$

Upon termination of this Contract Offer, Subject Services shall be provided at the applicable rate in the tariff, unless they are disconnected.

Example:

MRCs are \$2000. The Customer breaches the Contract Offer with 24 months remaining in the Term Period. The Termination Liability would be calculated as follows:

$$\$2000 \times 50\% \times 24 \text{ months} = \$24,000 \text{ Termination Liability}$$

¹All material on this page is new.