

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: MAY 28, 2010

TARIFF F.C.C. NO. 1
 965TH REVISED PAGE 1
 CANCELS 964TH REVISED PAGE 1

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

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ACCESS SERVICES

25 – CONTRACT TARIFFS

25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer¹ (N)

25.71.1 General Description

Contract Offer No. 68 – Special Access LightGate® 1 Service (a.k.a. BellSouth SPA Point-to-Point Network 1 DS3 Capacity) and LightGate® 2 Service (a.k.a. BellSouth SPA Point-to-Point Network 3 DS3 Capacity) (Contract Offer No. 68) is an access discount pricing plan. Contract Offer No. 68 permits Customers who meet the Eligibility Criteria in Section 25.71.3, and the Terms and Conditions in Section 25.71.4, to purchase Subject Service in Section 25.71.2 at the discounted rates described in Section 25.71.5. Subject Services are available under Contract Offer No. 68 in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) described in Section 25.71.3 (B).

Contract Offer No. 68 is available for subscription from 5/29/2010 through 6/29/2010. This Contract Offer is not renewable.

25.71.2 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 Service (a.k.a. BellSouth SPA Point-to-Point Network 1 DS3 Capacity) and LightGate® 2 Service (a.k.a. BellSouth SPA Point-to-Point Network 3 DS3 Capacity) (Subject Services).

25.71.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria.

- (A) Subject Services must be pricing flexibility qualified access services listed in Section 25.71.2; and
- (B) Subject Services must be located in the following MSA: Atlanta, GA.

¹All material on this page is new.

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ACCESS SERVICES

25 – CONTRACT TARIFFS

25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer¹ (N)

25.71.4 Terms and Conditions

(A) Term Period

This Contract Offer shall be effective commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Subject Services must be in service for a period of twelve (12) months (Term Period) commencing on the date the service begins billing. 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.

(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.

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ACCESS SERVICES

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25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer¹ (N)

25.71.4 Terms and Conditions (Cont'd)

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

(5) If the Customer discontinues service under Contract Offer No. 68 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 25.71.9.

(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 purchase Subject Services located in the Atlanta, GA MSA pursuant to the rates, and Terms and Conditions under this Contract Offer.

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ACCESS SERVICES

25 – CONTRACT TARIFFS

25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer ¹ (N)

25.71.5 Rates and Charges

The Customer shall pay the following Monthly Recurring Charges (MRCs) as listed in Table A, below.

Table A

Description of Rate Element	USOC	Rate
LightGate® 1 Local Channel Systems Per System	HFSC7	\$977.50
LightGate® 2 Local Channel Systems Per System	HFSCE	\$2,099.50
LightGate® 2 service Local Channel Systems, Local Channel Mileage Rates Local Channel Systems, Each additional system one-half air mile	1LPEA	\$97.75
LightGate® 2 service Local Channel Systems, LightGate service Asynchronous System Channel Interface Central Office Channel Interfaces, Per DS3's	1PQEC	\$70.00
LightGate® 2 service Local Channel Systems, LightGate service Asynchronous System Channel Interface Customer Channel Interfaces, Per DS3's	1PQEP	\$70.00

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ACCESS SERVICES

25 – CONTRACT TARIFFS

25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer¹ (N)

25.71.6 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).

- (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 25.71.6 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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ACCESS SERVICES

25 – CONTRACT TARIFFS

25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer (N)

25.71.7 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 Service, 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.

25.71.8 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 25.71.3, and Terms and Conditions outlined in Section 25.71.4;
- (2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and

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ACCESS SERVICES

25 – CONTRACT TARIFFS

25.71 Contract Offer No. 68 – Special Access LightGate® DS3 Service Offer¹ (N)

25.71.8 Technology Upgrade (Cont'd)

(3) The Customer will be responsible for all Non-Recurring Charges (NRCs) associated with the upgrade, as well as any Special Construction Charges to provision the upgraded service.

25.71.9 Termination Liability

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:

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

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 \$2415.00. The Customer breaches the Contract Offer with 1 month remaining in the Term Period. The Termination Liability would be calculated as follows:

$\$2415 \times 50\% \times 1 \text{ month} = \$1207.50 \text{ Termination Liability}$

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