

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

Issuing Officer: Patrick Doherty, Director - Access Regulatory

ACCESS SERVICE
 CHECK SHEET

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

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	Original	44	Original	88	Original
1	20th*	45	Original	89	Original
2	5th	46	Original	90	Original
3	7th	47	Original	91	Original
4	Original	48	Original	92	Original
5	1st	49	Original	93	Original
6	4th	50	Original	94	Original
7	5th	51	Original	95	Original
8	4th	52	Original	96	Original
9	Original	53	Original	97	Original
10	Original	54	Original	98	Original
11	3rd	55	Original	99	Original
12	2nd	56	4th*	100	Original
13	3rd	57	Original	101	Original
14	Original	58	Original	102	Original
15	4th	59	Original	103	Original
16	1st	60	Original	104	Original
17	Original	61	Original	105	Original
18	2nd	62	Original	106	Original
19	Original	63	Original	107	Original
20	Original	64	Original	108	Original
21	Original	65	Original	109	Original
22	4th*	66	Original	110	Original
23	Original	67	Original	111	Original
24	Original	68	Original	112	Original
25	1st	69	Original	113	Original
26	Original	70	Original	114	Original
27	Original	71	Original	115	Original
28	Original	72	Original	116	Original
29	Original	73	Original	117	Original
30	Original	74	Original	118	Original
31	Original	75	Original	119	Original
32	Original	76	Original	120	Original
33	Original	77	Original	121	Original
34	Original	78	Original	122	Original
35	Original	79	Original	123	Original
36	Original	80	Original	124	Original
37	Original	81	Original	125	Original
38	Original	82	Original	126	Original
39	Original	83	Original	127	Original
40	Original	84	Original	128	Original
41	Original	85	Original	129	Original
42	Original	86	Original	130	Original
43	Original	87	Original	131	Original

(This page filed under Transmittal No. 0027)

* New or Revised Page

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
25-419	Original	25-466	Original	25-513	Original*
25-420	Original	25-467	Original	26-1	Original
25-421	Original	25-468	Original	26-2	Original
25-422	Original	25-469	Original	26-3	Original
25-423	Original	25-470	Original	26-4	Original
25-424	Original	25-471	Original	26-5	Original
25-425	Original	25-472	Original	26-6	Original
25-426	Original	25-473	Original	26-7	Original
25-427	Original	25-474	Original	26-8	Original
25-428	Original	25-475	Original	26-9	Original
25-429	Original	25-476	Original	26-10	Original
25-430	Original	25-477	Original	26-11	Original
25-431	Original	25-478	Original	26-12	Original
25-432	Original	25-479	Original	26-13	Original
25-433	Original	25-480	Original	26-14	Original
25-434	Original	25-481	Original	26-15	Original
25-435	Original	25-482	Original	26-16	Original
25-436	Original	25-483	Original	26-17	Original
25-437	Original	25-484	Original	26-18	Original
25-438	Original	25-485	Original	26-19	Original
25-439	Original	25-486	Original	26-20	Original
25-440	Original	25-487	Original	26-21	Original
25-441	Original	25-488	Original	26-22	Original
25-442	Original	25-489	Original	26-23	Original
25-443	Original	25-490	Original	26-24	Original
25-444	Original	25-491	Original	26-25	Original
25-445	Original	25-492	Original	28-1	Original
25-446	Original	25-493	Original	29-1	Original
25-447	Original	25-494	Original		
25-448	Original	25-495	Original		
25-449	Original	25-496	Original		
25-450	Original	25-497	Original		
25-451	Original	25-498	Original		
25-452	Original	25-499	Original		
25-453	Original	25-500	Original		
25-454	Original	25-501	Original		
25-455	Original	25-502	Original		
25-456	Original	25-503	Original		
25-457	Original	25-504	Original		
25-458	Original	25-505	Original		
25-459	Original	25-506	Original		
25-460	Original	25-507	Original		
25-461	Original	25-508	Original		
25-462	Original	25-509	Original*		
25-463	Original	25-510	Original*		
25-464	Original	25-511	Original*		
25-465	Original	25-512	Original*		

(This page filed under Transmittal No. 0027)

*New or Revised Page

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE

TABLE OF CONTENTS (CONT'D)

25. Contract Tariffs (Cont'd)

25.59 Contract Tariff – No. 56	25-322
25.60 Contract Tariff – No. 57	25-328
25.61 Contract Tariff – No. 58	25-335
25.62 Contract Tariff – No. 59	25-341
25.63 Contract Tariff – No. 60	25-354
25.64 Contract Tariff – No. 61	25-364
25.65 Contract Tariff – No. 62	25-373
25.66 Contract Tariff – No. 63	25-383
25.67 Contract Tariff – No. 64	25-391
25.68 Contract Tariff – No. 65	25-405
25.69 Contract Tariff – No. 66	25-410
25.70 Contract Tariff – No. 67	25-421
25.71 Contract Tariff – No. 68	25-428
25.72 Contract Tariff – No. 69	25-435
25.73 Contract Tariff – No. 70	25-442
25.74 Contract Tariff – No. 71	25-447
25.75 Contract Tariff – No. 72	25-454
25.76 Contract Tariff – No. 73	25-483
25.77 Contract Tariff – No. 74	25-493
25.78 Contract Tariff – No. 75	25-501
25.79 Contract Tariff – No. 76	25-509

(N)

26. BellSouth SWA Contract Tariffs

26.1	<u>BellSouth SWA Contract Tariff No. 2002-01</u>	26-1
26.1.1	General Regulations	26-1
26.1.2	Subscription Conditions	26-1
26.1.3	Mergers and Acquisitions and Transfer of Service	26-3
26.1.4	BellSouth SWA Revenue Volume Discounts	26-4
26.1.5	BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Plan	26-5
26.2	<u>BellSouth SWA Contract Tariff No. 2003-01</u>	26-7
26.2.1	General Regulations	26-7
26.2.2	Subscription Conditions	26-7
26.2.3	Mergers and Acquisitions and Transfer of Service	26-9
26.2.4	BellSouth SWA Revenue Volume Discounts	26-10
26.2.5	BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan	26-11

(This page filed under Transmittal No. 0027)

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE

25. CONTRACT TARIFFS (Cont'd)

25.79 Contract Offer No. 76 – DS1/DS3 Service Offer

(N)

25.79.1 General Description

DS1/DS3 Service Offer (Contract Offer No. 76) is an access services plan that permits Customers who meet the Eligibility Criteria in Section 25.79.3, and the Terms and Conditions in Section 25.79.4, to disconnect Subject Services, as defined in Section 25.79.2, without incurring termination liability charges. This Contract Offer is available for subscription from April 7, 2012 through May 7, 2012. This Contract Offer is not renewable.

25.79.2 Subject Services

- (A) Contract Offer No. 76 applies to the following pricing flexibility qualified access services (contained in the following tariff sections (Subject Services):
 - (1) BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Sections 6, 7 and 23 – DS1 and DS3 High Capacity Service;
- (B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in BellSouth Tariff F.C.C. No. 1, Section 23. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those MSAs in this Contract Offer.
- (C) All terms and conditions for Subject Services are governed by their respective tariff sections, except as provided in this Contract Offer.

25.79.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to this Contract Offer No. 76 discounted rates:

- (A) The Customer must be purchasing, as of the Subscription Date, no fewer than eight hundred and thirty (830) and no more than one thousand and twenty (1,020) DS1 special access circuits from the Telephone Company that terminate at Qualified Cell Sites.
- (B) The Customer must be purchasing, as of the Subscription Date, no fewer than sixty-five (65) and no more than eighty-five (85) DS3 special access circuits from the Telephone Company that terminate at Qualified Cell Sites.

(N)

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE

25. CONTRACT TARIFFS (Cont'd)

25.79 Contract Offer No. 76 – DS1/DS3 Service Offer (Cont'd)

(N)

25.79.4 Terms and Conditions

- (A) Term Period. The term of this Contract Offer (Term Period) shall be eighty-four (84) months, beginning on the date a signed Letter of Subscription (LOS) is received from the Customer by the Telephone Company (the Subscription Date).
- (B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.
- (C) Subject Services receiving termination liability waivers under this Contract Offer shall not receive a similar termination liability waiver under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.
- (D) Customer may not be subscribed to any volume or revenue plans under the BellSouth Tariff F.C.C. No. 1.
- (E) Commingling (as defined in BellSouth Tariff F.C.C. No. 1, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 76 is prohibited.
- (F) All traffic carried over Subject Services must originate or terminate at Mobile Switching Centers (MSCs) operated by, or on behalf of, the Customer.

(N)

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE

25. CONTRACT TARIFFS (Cont'd)

25.79 Contract Offer No. 76 – DS1/DS3 Service Offer (Cont'd)

(N)

25.79.4 Terms and Conditions (Cont'd)

- (G) The Customer may disconnect Subject Services without termination liability charges, provided that the conditions set forth below have been met. If such termination liability charges are billed, the Telephone Company will issue credits to offset those charges.
- (1) The Subject Service must have been in service for at least twelve (12) months prior to termination.
 - (2) The Subject Service must have been replaced by Ethernet-based service¹ provided to the Customer by the Telephone Company at the same Qualified Cell Site (Replacement Service).
 - (3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.
 - (4) Replacement Services must have a minimum Committed Information Rate (CIR) of 50 Mbps at each affected Qualified Cell Site.
 - (5) Any DS3 Subject Service may be terminated only if all DS1 Subject Services riding on the DS3 Subject Service have also been terminated in the manner permitted by this Section 25.79.4(G).
 - (6) The Customer must include the Contract Number (CNUM) associated with this Contract Offer on all disconnect orders for replaced Subject Services.

¹ Ethernet 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, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook.

(N)

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE

25. CONTRACT TARIFFS (Cont'd)

25.79 Contract Offer No. 76 – DS1/DS3 Service Offer (Cont'd)

(N)

25.79.5 Assignment/Transfer

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 percent (50%) 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.

- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 25.79.5 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.

(N)

ISSUED: APRIL 6, 2012

EFFECTIVE: APRIL 7, 2012

ACCESS SERVICE

25. CONTRACT TARIFFS (Cont'd)

25.79 Contract Offer No. 76 – DS1/DS3 Service Offer (Cont'd)

(N)

25.79.6 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, and 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.

(N)