

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 23, 2004

TARIFF F.C.C. NO. 1  
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 CANCELS 692ND REVISED PAGE 1

EFFECTIVE: JUNE 24, 2004

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 CHECK SHEET

The Title Page and Pages 1 to 29-6 inclusive of this tariff are effective as of the date shown.

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Title	2nd	21.1	1st	53	5th
1	693rd*	22	24th	54	8th
1.1	2nd	22.1	5th	55	8th
2	207th	23	8th	56	5th
2.1	74th	23.1	Original	57	6th
3	69th	24	8th	58	4th
3.1	11th	25	12th	59	7th
4	164th	26	1st	60	9th
4.1	13th	27	5th	61	3rd
5	138th	27.0.1	4th	62	7th
5.1	91st	27.1	5th	63	3rd
5.1.1	27th	27.2	8th	63.1	3rd
6	96th	27.3	5th	64	4th
6.1	31st	27.4	5th	65	7th
6.2	Original	27.5	1st	66	3rd
7	127th	27.5.1	Original	67	9th
8	50th	27.6	6th	67.1	2nd
8.1	53rd	27.6.1	Original	68	5th
8.2	4th	27.7	11th	69	5th
9	43rd	27.7.1	4th	69.1	Original
9.0.0.1	21st	27.8	2nd	70	6th
9.0.0.2	7th	27.9	3rd	70.1	1st
9.0.1	15th	28	6th	71	8th
9.0.1.1	2nd	29	8th	72	11th
9.0.2	8th	30	2nd	72.1	5th
9.0.3	11th	31	8th	73	5th
9.0.3.1	1st	31.1	7th	74	7th
9.0.4	14th	32	7th	74.1	5th
9.0.4.1	3rd	33	6th	75	10th
9.0.5	39th	34	6th	75.1	8th
9.0.5.1	19th	35	4th	75.2	15th
9.0.5.2	15th	36	5th	75.2.1	1st
9.1	Original	37	5th	76	5th
10	2nd	38	8th	77	3rd
11	11th	39	5th	1-1	6th
12	13th	40	7th	2-1	2nd
12.1	6th	41	3rd	2-2	4th
13	14th	42	6th	2-3	Original
14	7th	43	10th	2-4	Original
14.1	4th	44	7th	2-5	4th
15	9th	45	7th	2-6	1st
16	4th	46	7th	2-7	1st
17	15th	47	2nd	2-8	2nd
18	16th	48	5th	2-8.1	Original
18.1	5th	49	7th	2-9	1st
19	6th	50	5th	2-9.1	Original
20	14th	51	8th	2-10	Original
21	14th	52	5th	2-11	1st

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EFFECTIVE: JUNE 24, 2004

# ACCESS SERVICE

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2-19	2nd	2-45	7th		
2-20	5th	2-45.1	Original	2-49.0.18.11	Original
2-21	8th	2-46	7th	2-49.0.18.11.1	Original
2-21.1	3rd	2-46.0.1	6th	2-49.0.18.12	1st
2-21.2	1st	2-46.1	8th	2-49.0.18.13	Original
2-21.3	1st	2-46.2	1st	2-49.0.18.13.1	Original
2-22	7th	2-46.3	1st	2-49.0.18.13.2	Original
2-23	6th	2-46.4	1st	2-49.0.18.14	1st*
2-24	1st	2-47	2nd	2-49.0.18.14.1	Original*
2-24.1	Original	2-48	4th	2-49.0.18.15	1st*
2-26	1st	2-48.1	1st	2-49.0.18.16	Original
2-27	Original	2-49	10th	2-49.0.18.17	Original
2-28	10th	2-49.0.1	4th	2-49.0.18.18	Original
2-28.1	2nd	2-49.0.1.1	Original	2-49.0.18.19	Original
2-28.2	2nd	2-49.0.2	4th	2-49.0.18.20	Original
2-28.3	1st	2-49.0.3	3rd	2-49.0.18.21	Original
2-29	3rd	2-49.0.4	1st	2-49.0.18.22	Original
2-30	20th	2-49.0.5	1st	2-49.0.18.23	Original
2-31	13th	2-49.0.5.1	Original	2-49.0.18.24	Original
2-31.1	3rd	2-49.0.6	Original	2-49.0.18.25	Original
2-32	2nd	2-49.0.7	Original	2-49.0.18.26	Original
2-33	7th	2-49.0.8	Original	2-49.0.18.27	Original
2-33.1	9th	2-49.0.9	7th	2-49.0.18.28	Original
2-33.2	7th	2-49.0.10	5th	2-49.0.19	6th
2-33.2.1	Original	2-49.0.11	7th	2-49.1	17th
2-33.2.2	Original	2-49.0.11.1	1st	2-49.2	9th
2-33.3	4th	2-49.0.12	6th		
2-33.4	2nd	2-49.0.12.1	Original		
2-33.5	3rd	2-49.0.13	7th		
2-33.6	Original	2-49.0.14	5th		
2-33.7	2nd	2-49.0.15	3rd		
2-33.8	Original	2-49.0.16	1st		
2-34	1st	2-49.0.17	5th		
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2-36	4th	2-49.0.18.1	7th*		
2-37	5th	2-49.0.18.1.1	Original*		
2-38	5th	2-49.0.18.2	6th		
2-39	5th	2-49.0.18.3	2nd		
2-40	5th	2-49.0.18.4	2nd		
2-41	7th	2-49.0.18.5	2nd		
2-42	4th	2-49.0.18.6	5th		
2-42.1	1st	2-49.0.18.6.1	6th		
2-42.2	Original	2-49.0.18.6.2	Original		
2-43	4th	2-49.0.18.7	6th		
2-43.1	Original	2-49.0.18.7.1	3rd		
2-44	5th	2-49.0.18.8	3rd		
2-44.1	2nd	2-49.0.18.9	1st		
2-44.2	3rd	2-49.0.18.10	Original		

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\*New or Revised Page

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(E) BellSouth Transport Savings Plan (TSP)

- (1) Effective June 24, 2004, the BellSouth Transport Savings Plan is not available for new commitment plans. Existing TSP customers may keep their existing arrangements pursuant to the terms and conditions as follows. (N)(x)  
(N)(x)  
(N)(x)  
(N)(x)

The BellSouth Transport Savings Plan (TSP) allows customers to receive credits applied to their bill in exchange for having maintained a specified level of Special Access and Switched Access transport services recurring billing for a specified period of time. The credits provided under this plan apply to eligible transport services. Eligible transport services are: Voice Grade (a.k.a. BellSouth SPA DSO VG) Service, Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data), DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service, Alternate Serving Wire Center Service, LightGate Service (a.k.a. BellSouth SPA Point to Point Network), BellSouth SPA Managed Shared Network Service, Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (a.k.a. BellSouth SPA Dedicated Ring), excluding Surveillance and Reconfiguration rate, SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) elements and BellSouth Native Mode LAN Interconnection Service as set forth in Section 7 of this Tariff, BellSouth Dedicated Ring, excluding the Surveillance rate element, BellSouth Managed Shared Ring Service, BellSouth SWA DSO, BellSouth SWA DS1, BellSouth SWA Managed Shared Network Service, and BellSouth SWA DS3 services as set forth in Section 6 of this Tariff and BellSouth Wavelength service as set forth in Section 29 of this tariff..

- (2) The eligible transport services as set forth in 2.4.8(E)(1) preceding that are included in a Channel Services Payment Plan (CSPP), a Transport Payment Plan (TPP) or an Area Commitment Plan (ACP) may also be included in a BellSouth TSP or vice versa.
- (3) To subscribe to the BellSouth TSP the customer must have had SPA or SWA Dedicated Transport service, as set forth in 2.4.8(E)(5) following for the six month period prior to enrolling. When the customer subscribes to the BellSouth TSP it must identify to the Telephone Company all Access Customer Name Abbreviations (ACNAs) to be included in the BellSouth TSP. Any additions after the BellSouth TSP is established will be handled as a merger or acquisition as set forth in 2.4.8(E)(11) and 2.4.8(E)(12) following.

(M)(x)

Certain material previously appearing on this page now appears on Original Page 2-49.0.18.1.1.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(G) BellSouth Premium Service Incentive Plan (PSIP)

- (1) Effective June 24, 2004, the BellSouth Premium Service Incentive Plan is not available for new commitment plans. Existing PSIP customers may keep their existing arrangements pursuant to the terms and conditions as follows. (N)(x)  
(N)(x)  
(N)(x)  
(N)(x)

The BellSouth Premium Service Incentive Plan (PSIP) allows customers to receive rewards in the form of credits applied to their bill in exchange for a revenue commitment associated with Special Access (a.k.a. BellSouth SPA) and BellSouth SWA Transport services. Applicable taxes will be computed based on the full tariff price of all services. No taxes will be added to the BellSouth PSIP credits applied to customer bills and taxes will not be included in the calculation to determine the amount of the BellSouth PSIP credit.

Pursuant to the BellSouth PSIP, the customer shall make a binding commitment to maintain a level of recurring revenue. Non-recurring revenues and taxes will not be included in the calculation of the commitment. The commitment period associated with a BellSouth PSIP arrangement is three years. In establishing a BellSouth PSIP commitment, a customer shall choose one of two options to define the level of credits that will be received. These options are as follows:

Option 1 - The BellSouth PSIP commitment level is initially set at 95% of the customer's most recent 6 months of qualified recurring revenue annualized. With Option 1, the customer will receive BellSouth PSIP credits on 100% of the customer's BellSouth PSIP eligible revenues according to the Schedule 1, Schedule 2 and Schedule 3 - Commitment Option 1 credit percentages following.

Option 2 - The BellSouth PSIP commitment level is initially set at 90% of the customer's most recent 6 months of qualified recurring revenue annualized. With Option 2, the customer will receive BellSouth PSIP credits on 100% of the customer's BellSouth PSIP eligible revenues according to the Schedule 1, Schedule 2 and Schedule 3 - Commitment Option 2 credit percentages following.

(M)(x)

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(N)(x)

(N)(x)

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

(N)(x)

2.4.8 Optional Payment Plans (Cont'd)

(N)(x)

(G) BellSouth Premium Service Incentive Plan (PSIP) (Cont'd)

(N)(x)

(1) (Cont'd)

(N)(x)

The BellSouth PSIP is not available for customer subscription concurrent with the Area Commitment Plan (ACP), as set forth in 2.4.8(B) preceding and/or BellSouth Transport Savings Plan (TSP), as set forth in 2.4.8(E). Likewise, customers that subscribe to a BellSouth PSIP may not subscribe concurrently to the ACP and/or BellSouth TSP. Customers that subscribe to the ACP and/or BellSouth TSP that desire to establish a BellSouth PSIP must terminate their ACP and/or BellSouth TSP concurrent with the establishment of their BellSouth PSIP. The date that such customer's ACP and TSP arrangements are terminated, pursuant to establishing a BellSouth PSIP, shall be the last day of the month in which the customer's BellSouth PSIP is signed. Such termination of the customer's ACP and/or BellSouth TSP shall be without termination liability, as described in 2.4.8(B) and 2.4.8(E) preceding.

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

(M)(x)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(G) BellSouth Premium Service Incentive Plan (PSIP) (Cont'd)

Each month during a BellSouth PSIP commitment period, credits will be applied to the customer's bill based on their previous month's recurring billing for eligible services that were in service the entire billing month. BellSouth PSIP eligible transport services are the services listed in BellSouth PSIP credits Schedule 1 and Schedule 2 following. Non-recurring revenues and taxes will not be included in these revenues. With the BellSouth PSIP arrangement, each of the eligible services and their revenues are associated with a credit schedule that defines the specific credit percentage that will be applied to the services recurring revenues. Each credit schedule contains revenue bands that relate to the customer's BellSouth PSIP commitment level. Each revenue band has credit percentages that correlate to the time period of the customer's BellSouth PSIP. For example, a BellSouth PSIP that has been in effect for 12 months or less falls under a Year 1 percentage.

(M)(x)

The BellSouth PSIP credit schedules and their eligible services and revenues are as follows:

Schedule 1 – Applies to all BellSouth PSIP agreements and is applicable to the services under month-to-month recurring rates and charges as follows:

- BellSouth SWA DS1 Local Channels;
- BellSouth SWA DS3 Local Channels;
- BellSouth SWA DS1 Interoffice Channels;
- BellSouth SWA DS3 Interoffice Channels;
- BellSouth SWA DS3 Channelization;
- DS1 (a.k.a. BellSouth SPA DS1) Local Channels;
- DS1 (a.k.a. BellSouth SPA DS1) Interoffice Channels;
- DS1 (a.k.a. BellSouth SPA DS1) Basic Channelization;
- Access Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) Service Local Channels;
- Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) Service Interoffice Channels;
- Voice Grade (a.k.a. BellSouth SPA DS0 VG) Service Local Channels;
- Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) Service Interoffice Channels;
- WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service Local Channels;
- WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service Interoffice Channels; and
- SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) Service.

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