

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: NOVEMBER 10, 2004

TARIFF F.C.C. NO. 1
 721ST REVISED PAGE 1
 CANCELS 720TH REVISED PAGE 1

EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE
 CHECK SHEET

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

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title	2nd	21.1	1st	53	5th
1	721st*	22	24th	54	8th
1.1	2nd	22.1	5th	55	8th
2	217th	23	8th	56	5th
2.1	75th	23.1	Original	57	6th
3	70th	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	140th	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	130th	27.5.1	Original	67	9th
8	50th	27.6	6th	67.1	2nd
8.1	55th	27.6.1	Original	68	5th
8.2	5th	27.7	11th	69	5th
9	45th	27.7.1	4th	69.1	Original
9.0.0.1	25th	27.8	2nd	70	6th
9.0.0.2	10th	27.9	3rd	70.1	1st
9.0.1	16th	28	6th	71	8th
9.0.1.1	3rd	29	8th	72	11th
9.0.2	9th	30	2nd	72.1	5th
9.0.3	12th	31	8th	73	5th
9.0.3.1	1st	31.1	7th	74	7th
9.0.4	17th	32	7th	74.1	5th
9.0.4.1	6th	33	6th	75	10th
9.0.5	41st	34	6th	75.1	8th
9.0.5.1	22nd	35	4th	75.2	15th
9.0.5.2	22nd*	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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 *New or Revised Page

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TARIFF F.C.C. NO. 1
 22ND REVISED PAGE 9.0.5.2
 CANCELS 21ST REVISED PAGE 9.0.5.2

EFFECTIVE: NOVEMBER 11, 2004

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>
25-161	Original	28-11	Original	28-49	1st
25-162	Original	28-12	Original	28-50	2nd
25-163	Original	28-13	2nd	28-51	2nd
25-164	Original	28-14	1st	28-52	2nd
25-165	Original	28-15	1st	28-52.1	1st
25-166	Original	28-16	1st	28-53	2nd
25-167	Original	28-17	3rd	28-54	1st
25-168	Original	28-18	2nd	28-55	1st
25-169	Original	28-19	3rd	28-56	2nd
25-170	Original	28-20	5th	28-57	1st
25-171	Original	28-21	1st	28-58	3rd
25-172	Original	28-22	3rd	29-1	Original
25-173	Original	28-22.1	Original	29-2	Original
25-174	Original	28-23	2nd	29-3	Original
25-175	Original	28-23.1	Original	29-4	Original
25-176	Original	28-23.2	Original	29-5	Original
25-177	2nd	28-24	4th	29-6	Original
25-178	Original	28-25	1st	29-7	Original
25-179	Original	28-26	5th		
25-180	Original	28-27	1st		
25-181*	Original	28-28	2nd		
25-182*	Original	28-29	3rd		
25-183*	Original	28-30	2nd		
25-184*	Original	28-31	4th		
26-1	Original	28-32	4th		
26-2	Original	28-33	3rd		
26-3	Original	28-34	4th		
26-4	Original	28-35	4th		
26-5	Original	28-36	2nd		
26-6	Original	28-36.1	1st		
26-7	Original	28-37	4th		
26-8	Original	28-38	1st		
26-9	Original	28-39	Original		
26-10	Original	28-39.1	Original		
26-11	Original	28-39.2	Original		
26-12	Original	28-39.3	Original		
26-13	Original	28-40	11th		
27-1	Original	28-41	3rd		
28-1	2nd	28-42	3rd		
28-2	1st	28-43	4th		
28-3	Original	28-43.1	1st		
28-4	Original	28-44	Original		
28-5	Original	28-45	Original		
28-6	1st	28-46	Original		
28-7	Original	28-47	1st		
28-8	1st	28-48	1st		
28-9	Original	28-48.1	Original		
28-10	4th	28-48.2	Original		

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services

25.16.1.1 General Regulations

- (A) This Incentive Plan will be offered for a six-month period beginning November 11, 2004, through May 10, 2005, for new subscriptions to the following services: LightGate Service (a.k.a. BellSouth SPA Point to Point Network) (optical service only), SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Wavelength Service.
- (B) Customers must elect to participate in this Incentive Plan within forty-five days of the Incentive Plan's start day shown in (A) above by signing a Letter of Agreement, which will be provided by the Company and acknowledged by a Company representative's signature.
- (C) The rates and charges for the services in this Incentive Plan are set forth in Section 23 of this Tariff. The terms and conditions in this Incentive Plan shall apply to the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.1.2 Description

- (A) This Incentive Plan provides rewards in the form of credits that will be applied to the customer's bill upon the customer meeting the terms and conditions specified herein.
- (B) Customers subscribing to the services in this Incentive Plan under a Transport Payment Plan (TPP) B (37 to 60 months) or Plan C (61 to 96 months) shall receive rewards on the TPP monthly recurring rates for the Local Channels, Nodes and Interoffice Channel mileage as shown in the following chart. Customers must submit a firm order for service with the application date within the six-month Incentive Plan period specified in 25.16.1.1(A) above, and the service must be installed by November 10, 2005. For the purposes of this provision, orders for services with application dates preceding the effective date of this tariff that are cancelled subsequent to this tariff's effective date and then reordered during the six-month Incentive Plan period shall not qualify for this Incentive Plan.

An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Incentive Plan.

Note 1: All material on this page is new.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

(C) The rewards are shown in the chart below:

Local Channels/Nodes and Interoffice Channel Mileage	Capacity	Transport Payment Plan	% Discount (Rewards)
SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network)	OC-3 OC-12 OC-48 OC-192	TPP B and C	20%
BellSouth Wavelength Service	All	TPP B and C	25%

(D) The rewards in this Incentive Plan will not apply as follows:

- (1) When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
- (2) For lower level circuits riding on the services in this Incentive Plan and for interfaces or other optional features and functions other than those specified in this Incentive Plan.

(E) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After the services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

(F) Customers may qualify for the rewards in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the six-month Incentive Plan period to a renewed TPP B or C contract for one of the services in this Incentive Plan. The term activation date of the renewed TPP commences on the day after expiration of the existing TPP.
- (2) The customer moves its existing services that are under a month-to-month arrangement to a TPP B or C contract.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

(F) (Cont'd)

- (3) The customer upgrades an existing lower level service to one of the higher level services in this Incentive Plan (i.e., must be a one-to-one relationship). Rewards will not be given when two or more lower-level SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) are combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), (e.g., rewards will not be given when two OC-12 capacity services are upgraded to one OC-192 service).

Services that are upgraded under this Incentive Plan must start at the beginning month of the new TPP B or C. Following are examples of upgrades that are eligible for rewards:

- An upgrade from a lower level service to a different higher-level service such as an upgrade from a LightGate Service (a.k.a. BellSouth SPA Point to Point Network) to a SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). In addition, two or more lower-level LightGate Services (a.k.a. BellSouth SPA Point to Point Network) may be combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
 - An upgrade from a lower capacity service to a higher capacity service (same service) such as an upgrade of a OC-48 capacity to a OC-192 capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (G) TPP regulations in Section 2.4.8 of this Tariff will apply for the services in this Incentive Plan including TPP termination liability. In addition, if the customer disconnects the service prior to the end of the contract term, the customer must repay all credits received under this Incentive Plan and the Company will bill such amount to the customer within 90 days of the termination date.
- (H) The rewards in this Incentive Plan will be computed as credits on the full TPP B or C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.

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25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

- (I) Customers who receive credits for optical services through this Incentive Plan may not receive credits for the same optical services through any other promotion, incentive plan or contract tariff the customer may subscribe to. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Savings Plan (TSP), Premium Service Incentive Plan (PSIP) or TPP as set forth in Section 2.4.8 of this Tariff.
- (J) The rewards in this Incentive Plan will be provided on the following USOCS:

Local Channels	Central Office/ Customer Nodes	Interoffice Channel
HFSOC	SHNH1	1LPEE
HFSOW	SHNH3	1LPEF
HFSO3	SHNH4	1LPEG
HFS1C	SHNH5	1LPEJ
HFS1W	SHNH6	1LPEK
HFS12	SHNH7	1LPEL
HFS4C	SHNH8	1LPE4
HFS4W	SHNH9	1LPE5
HFS48	SHNC1	1LPE7
HFST2	SHNC3	1LPLG
LWAC1	SHNC4	1LPSD
LWAC2	SHNN2	1LPSE
	SHNN5	1LPSE
	SHNN6	1LPSF
	SHNN8	1LPSG
	SHNN9	1LPSH
		1LPSJ
		1LPS4
		1LPS5
		1LPS7
		1L8EA
		1L8EP
		1LPEA
		1HAXX
		1HA1X
		1HNXX
		1HNZX
		1HVXX
		1HV1X
		1HXXF
		1HNAX
		1HNBX

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