

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
 722ND REVISED PAGE 1
 CANCELS 721ST 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	722nd*	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
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9.0.1	16th	28	6th	71	8th
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9.0.3.1	1st	31.1	7th	74	7th
9.0.4	17th	32	7th	74.1	5th
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9.0.5.2	23rd*	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
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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
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25-182	Original	28-30	2nd		
25-183	Original	28-31	4th		
25-184	Original	28-32	4th		
25-185*	Original	28-33	3rd		
25-186*	Original	28-34	4th		
25-187*	Original	28-35	4th		
26-1	Original	28-36	2nd		
26-2	Original	28-36.1	1st		
26-3	Original	28-37	4th		
26-4	Original	28-38	1st		
26-5	Original	28-39	Original		
26-6	Original	28-39.1	Original		
26-7	Original	28-39.2	Original		
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26-13	Original	28-43.1	1st		
27-1	Original	28-44	Original		
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28-5	Original	28-48.1	Original		
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ACCESS SERVICE
25 - CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network)

25.16.2.1 General Regulations

- (A) An Incentive Plan will be offered for a six-month period beginning November 11, 2004, through May 10, 2005, for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (electrical service only) and SMARTGate DS3 Service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Off-Net).
- (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

25.16.2.2 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 set forth herein.
- (B) Customers subscribing to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) in this Incentive Plan under a Transport Payment Plan (TPP) B (37-60 months) or Plan C (61-96 months) shall receive rewards on the TPP monthly recurring rates for the Local Channel and Interoffice Channel Mileage as shown in the following chart. Customers subscribing to SMARTGate DS3 Service (a.k.a. BellSouth SPA Managed Shared Ring Network) under a Plan B (60 months) commitment plan shall receive rewards on the Off-Net Service commitment plan monthly recurring rates 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 25.16.2.1(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.

Note 1: All material on this page is new.

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25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Svc. (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

25.16.2.2 Description (Cont'd)

(B) (Cont'd)

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.

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

Service	USOCS	Rate Elements	Term Payment Plan	% Discount (Rewards)
Non-channelized LightGate DS3 svc. (a.k.a. BellSouth SPA Point to Point Network)	HFSC7, 1LPEA, 1LPE8, 1LPE9, 1LPE6, 1LPS8, 1LPS9, 1LPS6	Local Channel, Interoffice Channel Mileage	TPP B, C	20%
SmartGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network)	BM3XX	Off Net Service	Plan B	20%

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

- When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
- 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 services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

(F) TPP regulations in Section 2.4.8 of this Tariff apply for non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) and the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) commitment plan regulations in Section 7.4.22 shall apply including the termination liability regulations. 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.

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25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Svc. (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

25.16.2.2 Description (Cont'd)

(G) 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.

(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.

(I) Customers receiving rewards under other Incentive Plans, promotions or contract tariffs that contain the services specified in this Incentive Plan may not subscribe to this Incentive Plan. 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.

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