

BELLSOUTH TELECOMMUNICATIONS, INC.
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 Atlanta, Georgia 30375
 ISSUED: MARCH 17, 2005

TARIFF F.C.C. NO. 1
 742ND REVISED PAGE 1
 CANCELS 741ST REVISED PAGE 1

EFFECTIVE: APRIL 1, 2005

ACCESS SERVICE
 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	17	15th	44	7th
1	742nd*	18	16th	45	7th
1.1	3rd	18.1	5th	46	7th
2	223rd*	19	6th	47	2nd
2.1	78th	20	14th	48	5th
3	71st	21	15th	49	7th
3.1	13th	21.1	1st	50	5th
4	165th	22	25th	51	8th
4.1	14th	22.1	6th	52	5th
5	145th	23	8th	53	5th
5.1	96th	23.1	Original	54	8th
5.1.0.1	1st	24	8th	55	8th
5.1.1	28th	25	12th	56	5th
5.1.2	Original	26	1st	57	6th
6	98th	27	5th	58	4th
6.1	31st	27.0.1	4th	59	7th
6.2	Original	27.1	5th	60	9th
7	133rd	27.2	8th	61	3rd
7.1	Original	27.3	5th	62	7th
8	50th	27.4	5th	63	3rd
8.1	56th	27.5	1st	63.1	3rd
8.2	5th	27.5.1	Original	64	4th
9	49th	27.6	6th	65	7th
9.0.0.1	28th	27.6.1	Original	66	3rd
9.0.0.2	15th	27.7	11th	67	9th
9.0.1	18th	27.7.1	4th	67.1	2nd
9.0.1.1	3rd	27.8	2nd	68	5th
9.0.2	10th	27.9	3rd	69	5th
9.0.3	12th	28	6th	69.1	Original
9.0.3.1	1st	29	8th	70	6th
9.0.4	19th	30	2nd	70.1	1st
9.0.4.1	7th	31	8th	71	8th
9.0.5	42nd	31.1	7th	72	11th
9.0.5.1	25th	32	7th	72.1	5th
9.0.5.2	24th	33	6th	73	5th
9.1	Original	34	6th	74	7th
10	2nd	35	4th	74.1	6th
11	11th	36	5th	75	10th
12	13th	37	5th	75.1	8th
12.1	6th	38	8th	75.2	15th
13	14th	39	5th	75.2.0.1	Original
14	7th	40	7th	75.2.1	1st
14.1	4th	41	3rd	76	5th
15	9th	42	6th	77	3rd
16	4th	43	10th		

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

*New or Revised Page

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2-20	5th	2-45.1	Original	2-49.0.18.10	Original
2-21	8th	2-46	7th	2-49.0.18.11	Original
2-21.1	3rd	2-46.0.1	8th	2-49.0.18.11.1	Original
2-21.2	1st	2-46.1	8th	2-49.0.18.12	2nd*
2-21.3	1st	2-46.2	1st	2-49.0.18.13	Original
2-22	7th	2-46.3	1st	2-49.0.18.13.1	Original
2-23	6th	2-46.4	1st	2-49.0.18.13.2	1st*
2-24	1st	2-47	2nd	2-49.0.18.14	1st
2-24.1	Original	2-48	4th	2-49.0-18.14.1	Original
2-26	1st	2-48.1	1st	2-49.0.18.15	1st
2-27	Original	2-49	10th	2-49.0.18.16	Original
2-28	13th	2-49.0.1	4th	2-49.0.18.17	Original
2-28.1	4th	2-49.0.1.1	Original	2-49.0.18.18	Original
2-28.2	6th	2-49.0.2	5th	2-49.0.18.19	Original
2-28.3	4th	2-49.0.3	3rd	2-49.0.18.20	Original
2-29	3rd	2-49.0.4	1st	2-49.0.18.21	Original
2-30	20th	2-49.0.5	2nd	2-49.0.18.22	Original
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2-33.2.1	Original	2-49.0.11	8th	2-49.0.19	7th
2-33.2.2	Original	2-49.0.11.1	2nd	2-49.1	17th
2-33.3	4th	2-49.0.12	7th	2-49.2	9th
2-33.4	2nd	2-49.0.12.1	Original		
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2-44.1	2nd	2-49.0.18.7.1	5th		
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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)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(2) (Cont'd)

BellSouth DSL Services that are not included in an FSP will not receive BellSouth FSP credits. Monthly recurring billing for such services shall, however, count towards the customer's Total Fast Packet Services Monthly Recurring Billing (referred to as qualifying revenues) for a BellSouth FSP as set forth in 2.4.8(F)(3) following.

(3) The customer's Total Fast Packet Services Monthly Recurring Billing, referred to hereafter as qualifying revenues, will be utilized to establish the appropriate BellSouth FSP credit schedule which will be applied to the customer's eligible Fast Packet Service billing as set forth in 2.4.8(F)(1) preceding. A customer's qualifying revenues is defined to include their monthly recurring billing¹ for the following services:

- Eligible Fast Packet Services (as set forth in 2.4.8(F)(1))
- BellSouth Exchange Access Frame Relay Service under FPSP
- BellSouth Exchange Access Asynchronous Transfer Mode Service under FPSP
- BellSouth Exchange Access Connectionless Data Service under FPSP or Month-to-Month
- BellSouth ADSL Service and BellSouth Session Based DSL Service
- BellSouth Metro Ethernet Service
- Eligible BellSouth Transport Services (per (a) following):
 - WATS Access Line (WAL) (a.k.a. BellSouth WATS Line) Service (T)
 - DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service
 - High Capacity (a.k.a. BellSouth SPA High Capacity)
 - Alternate Serving Wire Center Service (N)
 - LightGate Service (a.k.a. BellSouth SPA Point to Point Network)
 - Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
 - Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (a.k.a. BellSouth SPA Dedicated Ring)
 - Voice Grade (a.k.a. BellSouth SPA DSO VG) Service
 - Program Audio (a.k.a. BellSouth SPA Program Audio) Service
 - Analog Data Access (a.k.a. BellSouth SPA DSO VG) Service
 - SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
 - SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) (M)

Note 1: While nonrecurring charges for eligible services receive discounts under an FSP agreement, nonrecurring charge billing does not count as "qualifying" revenue towards a customer's minimum monthly revenue commitment.

Certain material previously appearing on this page now appears on 1st Revised Page 2-49.0.18.6.2 and Original Page 2-49.0.18.6.3.

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(N)

2 - General Regulations (Cont'd)

(N)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

(N)

2.4.8 Optional Payment Plans (Cont'd)

(N)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(N)

(3) (Cont'd)

(N)

- Eligible BellSouth Transport Services (per (a) following): (Cont'd)

(N)(T)

- BellSouth SWA Transport
- BellSouth SWA Managed Shared Network Service
- BellSouth Dedicated Ring
- BellSouth Managed Shared Ring Service
- BellSouth SWA DS0 Service
- BellSouth SWA DS1 Service
- BellSouth SWA DS3 Service
- BellSouth Wavelength Service
- BellSouth Directory Transport
- Federal Government Transport Plan

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

(a) The following percentages of total monthly recurring billing for eligible BellSouth Transport Services (as set forth previously herein 2.4.8(F)(3)) will count as qualifying revenue:

(M)(T)
(M)(T)
(M)(T)

- 10% when a customer signs a Plan A term.
- 25% when a customer signs a Plan B term.
- 35% when a customer signs a Plan C or Plan D term.

(M)
(M)
(M)

Additionally, a customer must maintain at least 75% of its existing Fast Packet Services monthly recurring billing during the FSP interim period (as set forth in 2.4.8(F)(10) following) to allow eligible BellSouth Transport Services to count as qualifying revenue.

(M)
(M)
(M)
(M)
(M)

(4) The lengths of the term plans available for a BellSouth FSP agreement are as follows:

(M)
(M)

- Plan A (36 to 59 Months)
- Plan B (60 to 83 Months)
- Plan C (84 to 143 Months)
- Plan D (144 Months)¹

(M)
(M)
(M)
(M)

Note 1: The Plan D term is only available with a \$2,000,000 Minimum Monthly Revenue Commitment level.

(M)
(M)

Certain material now appearing on this page previously appeared on 7th Revised Page 2-49.0.18.6.1. and Original Page 2-49.0.18.6.2.

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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)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(13) If the customer terminates their BellSouth FSP agreement in total prior to the completion of the specified term, a Termination Liability Charge is applicable, except as specified in (13)(a) below and (17) following. The Termination Liability Charge is equal to the product of the total FSP credits received by the customer since initiation of a FSP agreement, multiplied by, one minus a term completion factor. The term completion factor is the ratio of the number of months completed under the BellSouth FSP agreement to the total number of months in the agreement. (C)

(a) If a customer terminates their BellSouth FSP agreement in total prior to the completion of the specified term and signs a new BellSouth FSP agreement with a total revenue commitment greater than the terminated BellSouth FSP agreement's total revenue commitment, then the Termination Liability Charge will not apply. (C)

For example, a customer requests to terminate service under their BellSouth FSP agreement after 48 months. The agreement specified a \$2,000,000 minimum monthly revenue commitment for 60 months. Thus far, the customer has produced over \$96,000,000 in qualifying revenues, which included \$32,000,000 of eligible service revenues upon which he has received a total of \$4,800,000 in credits. The Termination Liability Charge would be \$960,000 and would be calculated as follows:

$$\begin{aligned} &= \$4,800,000 \times [1 \text{ minus } (48 \text{ months divided by } 60 \text{ months})] \\ &= \$4,800,000 \times (1 \text{ minus } .8) \\ &= \$4,800,000 \times .20 \\ &= \$960,000 \end{aligned}$$

(14) In the event of a merger or acquisition and both companies have existing BellSouth FSPs, then the customer will have the option of continuing both plans or merging both into one FSP agreement.

If the customer chooses to merge both plans into one FSP agreement, then the plan of the company making the acquisition will remain in effect and the revenues of the acquired company will be combined with those of the company making the acquisition. A revised BellSouth FSP agreement will be established based on these combined revenues subject to the regulations set forth in 2.4.8(F)(12).

If the company resulting from the merger or acquisition chooses not to continue the FSP plan(s), early termination provisions set forth in 2.4.8(F)(13) preceding apply.

(15) In the event of a merger or acquisition if only one company has a BellSouth FSP, then the customer will have the option of continuing the existing FSP plan as is or adding the new company to that existing FSP agreement.

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

(16)(Cont'd)

(c) Applicable taxes and fees will be based on the standard BellSouth Fast Packet Savings Plan price of qualifying services, and no taxes or fees will be added to the FSP NNI Promotion monthly reward credit applied to customer bills.

(17) During a promotional period from April 1, 2005 to April 30, 2005, new BellSouth FSP Agreements signed with a Minimum Monthly Revenue Commitment of \$5,000,000 with a 60 to 83 month term (referred to as a Plan 2B) shall be provided with promotional terms and conditions stipulated herein for the duration of these FSP Agreements. During the 36th month of such FSP Agreements, the customer must inform the Telephone Company which of the following options they have selected for their FSP Agreement for service beyond the 36th month: (N)

(a) The existing FSP Agreement may be terminated totally at the end of the 36th month and as a condition of this promotion the Termination Liability Charge specified in (13) preceding will not apply. (N)

(b) The existing FSP Agreement may be retained for the duration of the selected payment period (of 60 to 83 months) and standard FSP tariff terms and conditions shall apply for the remaining months of the selected term (including Termination Liability for a total termination). (N)

(c) The existing FSP Agreement may be revised to another FSP Agreement subject to the standard terms and conditions outlined within this BellSouth Fast Packet Savings Plan tariff for such changes. (N)

It is the responsibility of the customer to provide to the Telephone Company their choice of the above options prior to the completion of the 36th month of the promotional FSP Agreement. Failure of the customer to provide such direction shall result in (b) above being the default option for the customer and the FSP Agreement shall continue in effect for the remaining duration of the 60 to 83 month term subject to the standard terms and conditions of the FSP tariff. (N)