

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: APRIL 8, 2005

TARIFF F.C.C. NO. 1
 750TH REVISED PAGE 1
 CANCELS 749TH REVISED PAGE 1

EFFECTIVE: APRIL 9, 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.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title	2nd	17	15th	44	7th
1	750th*	18	16th	45	7th
1.1	3rd	18.1	5th	46	7th
2	225th	19	6th	47	2nd
2.1	79th	20	14th	48	5th
3	72nd	21	15th	49	7th
3.1	13th	21.1	1st	50	5th
4	166th	22	25th	51	8th
4.1	15th	22.1	6th	52	5th
5	145th	23	8th	53	5th
5.1	96th	23.1	Original	54	8th
5.1.0.1	2nd	24	8th	55	8th
5.1.1	29th	25	12th	56	5th
5.1.2	1st	26	1st	57	6th
6	99th	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	1st	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	29th	27.6.1	Original	66	3rd
9.0.0.2	16th	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	11th	27.9	3rd	69	5th
9.0.3	12th	28	6th	69.1	1st
9.0.3.1	1st	29	8th	70	6th
9.0.4	19th	30	2nd	70.1	1st
9.0.4.1	8th	31	8th	71	8th
9.0.5	43rd	31.1	8th	72	11th
9.0.5.1	25th	32	7th	72.1	5th
9.0.5.2	27th*	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

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
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TARIFF F.C.C. NO. 1
 27TH REVISED PAGE 9.0.5.2
 CANCELS 26TH REVISED PAGE 9.0.5.2

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25-161	Original	26-1	Original	28-31	4th
25-162	Original	26-2	Original	28-32	4th
25-163	Original	26-3	Original	28-33	3rd
25-164	Original	26-4	Original	28-34	5th
25-165	Original	26-5	Original	28-35	4th
25-166	Original	26-6	Original	28-36	2nd
25-167	Original	26-7	Original	28-36.1	1st
25-168	Original	26-8	Original	28-37	4th
25-169	Original	26-9	Original	28-38	1st
25-170	Original	26-10	Original	28-39	Original
25-171	Original	26-11	Original	28-39.1	1st
25-172	Original	26-12	Original	28-39.2	1st
25-173	Original	26-13	Original	28-39.3	Original
25-174	Original	27-1	Original	28-40	11th
25-175	Original	28-1	2nd	28-41	3rd
25-176	Original	28-2	1st	28-42	3rd
25-177	2nd	28-3	Original	28-43	4th
25-178	Original	28-4	Original	28-43.1	1st
25-179	Original	28-5	Original	28-44	Original
25-180	Original	28-6	1st	28-45	Original
25-181	Original	28-7	Original	28-46	Original
25-182	Original	28-8	1st	28-47	1st
25-183	Original	28-9	Original	28-48	1st
25-184	Original	28-10	4th	28-48.1	Original
25-185	Original	28-11	Original	28-48.2	Original
25-186	Original	28-12	Original	28-49	1st
25-187	Original	28-13	2nd	28-50	2nd
25-188	Original	28-14	1st	28-51	3rd
25-189	Original	28-15	1st	28-52	2nd
25-190	Original	28-16	1st	28-52.1	1st
25-191	Original	28-17	3rd	28-53	2nd
25-192	Original	28-18	2nd	28-54	1st
25-193	Original	28-19	3rd	28-55	2nd
25-194	Original	28-20	5th	28-56	3rd
25-195	Original	28-21	1st	28-57	1st
25-196	Original	28-22	3rd	28-58	3rd
25-197	Original	28-22.1	Original	29-1	Original
25-198	Original	28-23	2nd	29-2	Original
25-199	Original	28-23.1	Original	29-3	Original
25-200	Original	28-23.2	Original	29-4	Original
25-201	Original	28-24	4th	29-5	Original
25-202	Original	28-25	1st	29-6	Original
25-203	Original	28-26	5th	29-7	Original
25-204	Original	28-27	1st		
25-205	Original*	28-28	3rd		
25-206	Original*	28-29	3rd		
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EFFECTIVE: APRIL 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015¹

(N)

- (A) Customers may subscribe to this Contract Tariff within thirty (30) days following the Contract Tariff's effective date. The subscription period expires May 9, 2005.
- (B) To subscribe to this Contract Tariff, the customer must sign a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature. The LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Atlanta

25.18.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place an order instead for new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) as specified in 25.18(C) above in order to receive the rewards. Also, the customer agrees not to add new SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place new circuit orders instead for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) in the MSAs in 25.18(C) above. The new circuit orders for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) specified in 25.18(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015 (Cont'd)¹

(N)

25.18.1 General Regulations (Cont'd)

(A) (Cont'd)

- (3) The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will receive a 20% credit on the monthly recurring TPP C rates associated with the Local Channel, Node and Interoffice Channel mileage for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) The service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than August 10, 2005, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates will be discontinued.

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015 (Cont'd)¹

(N)

25.18.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP C contract term will be responsible for paying any shortfall charges credited for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring), and such charges will be billed to the customer within 90 days of disconnecting the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-192 level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) For lower level circuits riding on SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) or for interfaces or other optional features and functions other than those specified in this Contract Tariff.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

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