

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

TARIFF F.C.C. NO. 1
 760TH REVISED PAGE 1
 CANCELS 759TH REVISED PAGE 1

EFFECTIVE: APRIL 30, 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 | 16 | 4th | 43 | 10th |
| 1 | 760th* | 17 | 15th | 44 | 7th |
| 1.1 | 3rd | 18 | 16th | 45 | 7th |
| 2 | 227th | 18.1 | 5th | 46 | 7th |
| 2.1 | 79th | 19 | 6th | 47 | 2nd |
| 3 | 73rd | 20 | 14th | 48 | 5th |
| 3.1 | 13th | 21 | 15th | 49 | 7th |
| 4 | 167th | 21.1 | 1st | 50 | 5th |
| 4.1 | 15th | 22 | 25th | 51 | 8th |
| 5 | 146th | 22.1 | 6th | 52 | 5th |
| 5.1 | 96th | 23 | 8th | 53 | 5th |
| 5.1.0.1 | 2nd | 23.1 | Original | 54 | 8th |
| 5.1.1 | 30th | 24 | 8th | 55 | 8th |
| 5.1.2 | 1st | 25 | 12th | 56 | 5th |
| 6 | 99th | 26 | 1st | 57 | 6th |
| 6.1 | 31st | 27 | 5th | 58 | 4th |
| 6.2 | Original | 27.0.1 | 4th | 59 | 7th |
| 7 | 134th | 27.1 | 5th | 60 | 9th |
| 7.1 | 1st | 27.2 | 8th | 61 | 3rd |
| 8 | 50th | 27.3 | 5th | 62 | 7th |
| 8.1 | 57th | 27.4 | 5th | 63 | 3rd |
| 8.2 | 6th | 27.5 | 1st | 63.1 | 3rd |
| 9 | 51st | 27.5.1 | Original | 64 | 4th |
| 9.0.0.1 | 29th | 27.6 | 6th | 65 | 7th |
| 9.0.0.2 | 16th | 27.6.1 | Original | 66 | 3rd |
| 9.0.1 | 19th | 27.7 | 11th | 67 | 9th |
| 9.0.1.1 | 5th | 27.7.1 | 4th | 67.1 | 2nd |
| 9.0.2 | 11th | 27.8 | 2nd | 68 | 5th |
| 9.0.3 | 12th | 27.9 | 3rd | 69 | 5th |
| 9.0.3.1 | 1st | 28 | 6th | 69.1 | 1st |
| 9.0.4 | 19th | 29 | 8th | 70 | 6th |
| 9.0.4.1 | 9th | 30 | 2nd | 70.1 | 1st |
| 9.0.5 | 44th | 31 | 8th | 71 | 8th |
| 9.0.5.1 | 27th | 31.1 | 8th | 72 | 11th |
| 9.0.5.2 | 30th* | 32 | 7th | 72.1 | 5th |
| 9.0.5.3 | Original* | 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 |

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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TARIFF F.C.C. NO. 1
 30TH REVISED PAGE 9.0.5.2
 CANCELS 29TH REVISED PAGE 9.0.5.2

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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 | 25-207 | Original | 28-22 | 3rd |
| 25-162 | Original | 25-208 | Original* | 28-22.1 | Original |
| 25-163 | Original | 25-209 | Original* | 28-23 | 2nd |
| 25-164 | Original | 25-210 | Original* | 28-23.1 | Original |
| 25-165 | Original | 25-211 | Original* | 28-23.2 | Original |
| 25-166 | Original | 25-212 | Original* | 28-24 | 4th |
| 25-167 | Original | 25-213 | Original* | 28-25 | 1st |
| 25-168 | Original | 25-214 | Original* | 28-26 | 5th |
| 25-169 | Original | 25-215 | Original* | 28-27 | 1st |
| 25-170 | Original | 25-215.1 | Original* | 28-28 | 3rd |
| 25-171 | Original | 25-216 | Original* | 28-29 | 3rd |
| 25-172 | Original | 25-217 | Original* | 28-30 | 2nd |
| 25-173 | Original | 26-1 | Original | 28-31 | 4th |
| 25-174 | Original | 26-2 | Original | 28-32 | 4th |
| 25-175 | Original | 26-3 | Original | 28-33 | 3rd |
| 25-176 | Original | 26-4 | Original | 28-34 | 5th |
| 25-177 | 2nd | 26-5 | Original | 28-35 | 4th |
| 25-178 | Original | 26-6 | Original | 28-36 | 2nd |
| 25-179 | Original | 26-7 | Original | 28-36.1 | 1st |
| 25-180 | Original | 26-8 | Original | 28-37 | 4th |
| 25-181 | 1st | 26-9 | Original | 28-38 | 1st |
| 25-181.1 | Original | 26-10 | Original | 28-39 | Original |
| 25-182 | Original | 26-11 | Original | 28-39.1 | 1st |
| 25-183 | Original | 26-12 | Original | 28-39.2 | 1st |
| 25-184 | Original | 26-13 | Original | 28-39.3 | 1st |
| 25-185 | Original | 27-1 | Original | 28-40 | 11th |
| 25-186 | Original | 28-1 | 2nd | 28-41 | 3rd |
| 25-187 | Original | 28-2 | 1st | 28-42 | 3rd |
| 25-188 | Original | 28-3 | Original | 28-43 | 4th |
| 25-189 | Original | 28-4 | Original | 28-43.1 | 1st |
| 25-190 | Original | 28-5 | Original | 28-44 | Original |
| 25-191 | Original | 28-6 | 1st | 28-45 | Original |
| 25-192 | Original | 28-7 | Original | 28-46 | Original |
| 25-193 | Original | 28-8 | 1st | 28-47 | 1st |
| 25-194 | Original | 28-9 | Original | 28-48 | 1st |
| 25-195 | Original | 28-10 | 4th | 28-48.1 | Original |
| 25-196 | Original | 28-11 | Original | 28-48.2 | Original |
| 25-197 | Original | 28-12 | Original | 28-49 | 1st |
| 25-198 | Original | 28-13 | 2nd | | |
| 25-199 | Original | 28-14 | 1st | | |
| 25-200 | Original | 28-15 | 1st | | |
| 25-201 | Original | 28-16 | 1st | | |
| 25-202 | Original | 28-17 | 3rd | | |
| 25-203 | Original | 28-18 | 2nd | | |
| 25-204 | Original | 28-19 | 3rd | | |
| 25-205 | Original | 28-20 | 5th | | |
| 25-206 | Original | 28-21 | 1st | | |

Certain material previously appearing on this page now appears on Original Page 9.0.5.3.

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.

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 9.0.5.3

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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> |
|-------------|---|-------------|---|-------------|---|
| 28-50 | 2nd | | | | |
| 28-51 | 3rd | | | | |
| 28-52 | 2nd | | | | |
| 28-52.1 | 1st | | | | |
| 28-53 | 2nd | | | | |
| 28-54 | 1st | | | | |
| 28-55 | 2nd | | | | |
| 28-56 | 3rd | | | | |
| 28-57 | 1st | | | | |
| 28-58 | 3rd | | | | |
| 29-1 | Original | | | | |
| 29-2 | Original | | | | |
| 29-3 | Original | | | | |
| 29-4 | Original | | | | |
| 29-5 | Original | | | | |
| 29-6 | Original | | | | |
| 29-7 | Original | | | | |

Certain material now appearing on this page previously appeared on 29th Revised Page 9.0.5.2.

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EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.19 Contract Tariff – No. 016¹

(N)

- (A) This Contract Tariff is valid for a six-month period beginning May 1, 2005, and ending October 31, 2005.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief MSAs set forth in Section 23 of this Tariff.

25.19.1 General Regulations

(A) Term and Renewal Options

- (1) To be eligible for the rewards in this Contract Tariff, customers must have an existing Area Commitment Plan (ACP) for DS1 Service (a.k.a. BellSouth SPA DS1) Interoffice Channels prior to the Contract Tariff's effective date. ACP is provided in Section 2.4.8(B) of this Tariff and all ACP regulations shall apply including termination liability and shortfall charge regulations.
- (2) The rewards in this Contract Tariff will be provided for the six-month period specified in 25.19(A) above after which time the rewards will be terminated. Rewards are provided as credits that will be applied to the customer's bill upon the customer meeting the requirements set forth in this Contract Tariff.

(B) Description

Customers subscribing to DS1 Service (a.k.a. BellSouth SPA DS1) may earn credits subject to the following conditions:

- (1) At the end of each month of the six-month period in 25.19(A) above, the customer's previous month's net SPA DS1 Interoffice Channels (i.e., Fixed rate element) must be a positive number in order to qualify for credits. Net Interoffice Channels represents the difference between the Interoffice Channels installed in a month and the Interoffice Channels disconnected for such month.
- (2) If in any month during the six-month period the customer has positive net SPA DS1 Interoffice Channels and the previous month's net SPA DS1 Interoffice Channels are positive, the customer will earn a one-time credit based on the Interoffice Channel volume level the customer attains for such month as shown below. Credit the customer earns each month will be awarded as a single one-time credit and does not apply per Interoffice Channel.

| <u>Net Interoffice Channel Volume</u> | <u>Monthly Credit Earned</u> |
|---------------------------------------|------------------------------|
| 26 – 125 | \$ 5,000 |
| 126 – 250 | 10,000 |
| >250 | 20,000 |

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EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.19 Contract Tariff – No. 016¹

(N)

25.19.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer will not qualify for credits if the previous month's net SPA DS1 Interoffice Channels are not positive and/or if the current month's net SPA DS1 Interoffice Channels are not positive.

(C) Minimum Requirements

Not applicable.

(D) Rates and Charges

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

(E) Classifications, Practices and Regulations

- (1) Any customer meeting the requirements of this Contract Tariff in any month during the six-month period in 25.19(A) above will automatically earn the applicable credit shown in (B), preceding. Credit the customer earns each month will be accumulated and applied to the customer's bill within 90 days following the six-month end date.
- (2) Customers who receive credits under another Contract Tariff or promotion for the same service and the same MSAs set forth herein shall not qualify for the credits in this Contract Tariff.
- (3) Applicable taxes and any credits earned under this Contract Tariff will be computed on the full tariff price for the service. Credits will not be applied to taxes.

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 15, 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 Areas (MSA) below:
 - Jacksonville, FL
 - Orlando, FL

25.20.1 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 25.20(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). 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 25.20(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.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017 (Cont'd)¹

(N)

25.20.1 General Regulations (Cont'd)

(A) Description (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 qualify for the 20% credit on monthly recurring TPP C rates associated with the new OC-192 Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than 120 days from the customer's firm order confirmation date, 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

25.20 Contract Tariff – No. 017 (Cont'd)¹

(N)

25.20.1 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.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 15, 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:
 - Greensboro, NC

25.21.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place an order instead for a new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing BellSouth SPA Managed Shared Network Service as specified in 25.21(C) above in order to receive the rewards. Also, the customer agrees not to add new BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new 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 BellSouth SPA Managed Shared Network Service who elect to place new circuit orders instead for new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for the new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing BellSouth SPA Managed Shared Network Service specified in 25.21(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new 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.

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018 (Cont'd)¹

(N)

25.21.1 General Regulations (Cont'd)

(A) (Cont'd)

- (3) The new OC-48 or higher capacity 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 qualify for the 20% credit on monthly recurring TPP C rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than 120 days from the customer's firm order confirmation date, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-48 or higher capacity 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 shall 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 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

25.21 Contract Tariff – No. 018 (Cont'd)¹

(N)

25.21.1 General Regulations (Cont'd)

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

- (3) Customers who disconnect the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) provided under this Contract Tariff prior to the TPP C contract term will be responsible for paying any shortfall charges credited for BellSouth SPA Managed Shared Network Service, and such charges will be billed to the customer within 90 days of the disconnecting SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new 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-48 or higher 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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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-215.1

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.22 Contract Tariff – No. 019 (Reserved for Future Use)¹

(N)

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.23 Contract Tariff – No. 020¹

(N)

- (A) This Contract Tariff is valid for a six-month period beginning May 1, 2005, and ending October 31, 2005.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief MSAs set forth in Section 23 of this Tariff.

25.23.1 General Regulations

(A) Term and Renewal Options

- (1) To be eligible for the rewards in this Contract Tariff, customers must have an existing Area Commitment Plan (ACP) for DS1 Service (a.k.a. BellSouth SPA DS1) Local Channels prior to the Contract Tariff's effective date. ACP is provided in Section 2.4.8(B) of this Tariff and all ACP regulations shall apply including termination liability and shortfall charge regulations.
- (2) The rewards in this Contract Tariff will be provided for the six-month period specified in 25.23(A) above after which time the rewards will be terminated. Rewards are provided as credits that will be applied to the customer's bill upon the customer meeting the requirements set forth in this Contract Tariff.

(B) Description

Customers subscribing to DS1 Service (a.k.a. BellSouth SPA DS1) may earn credits subject to the following conditions:

- (1) At the end of each month of the six-month period in 25.23(A) above, the customer's previous month's net SPA DS1 Local Channels must be a positive number in order to qualify for credits. Net Local Channels represents the difference between the Local Channels installed in a month and the Local Channels disconnected for such month.
- (2) If in any month during the six-month period the customer has positive net SPA DS1 Local Channels and the previous month's net SPA DS1 Local Channels are positive, the customer will earn a one-time credit based on the Local Channel volume level the customer attains for such month as shown below. Credit the customer earns each month will be awarded as a single one-time credit and not on a per Local Channel basis.

| <u>Local Channel Volume</u> | <u>Monthly Credit Earned</u> |
|-----------------------------|------------------------------|
| 76 – 200 | \$ 5,000 |
| 201 – 400 | 7,500 |
| >400 | 10,000 |

Note 1: All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.23 Contract Tariff – No. 020¹

(N)

25.23.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer will not qualify for credits if the previous month's net SPA DS1 Local Channels are not positive and/or if the current month's net SPA DS1 Local Channels are not positive.

(C) Minimum Requirements

Not applicable.

(D) Rates and Charges

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

(E) Classifications, Practices and Regulations

- (1) Any customer meeting the requirements of this Contract Tariff in any month during the six-month period in 25.23(A) will automatically earn the applicable credit shown in (B), preceding. Credit the customer earns each month will be accumulated and applied to the customer's bill within 90 days following the six-month end date.
- (2) Customers who receive credits under another Contract Tariff or promotion for the same service and the same MSAs set forth herein shall not qualify for the credits in this Contract Tariff.
- (3) Applicable taxes and any credits earned under this Contract Tariff will be computed on the full tariff price for the service. Credits will not be applied to taxes.

Note 1: All material on this page is new.