

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JULY 5, 2005

TARIFF F.C.C. NO. 1
 768TH REVISED PAGE 1
 CANCELS 767TH REVISED PAGE 1

EFFECTIVE: JULY 6, 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	768th*	17	15th	44	7th
1.1	3rd	18	16th	45	7th
2	229th	18.1	5th	46	7th
2.1	82nd	19	6th	47	2nd
3	75th	20	14th	48	5th
3.1	13th	21	15th	49	7th
4	169th	21.1	1st	50	5th
4.1	15th	22	25th	51	8th
5	146th	22.1	7th	52	5th
5.1	96th	23	8th	53	5th
5.1.0.1	3rd	23.1	Original	54	8th
5.1.1	31st	24	8th	55	8th
5.1.2	2nd	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	136th	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	7th	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	1st	66	3rd
9.0.1	20th	27.7	12th	67	9th
9.0.1.1	6th	27.7.1	5th	67.1	2nd
9.0.2	12th	27.7.1.1	1st	68	5th
9.0.3	13th	27.7.1.2	Original	69	5th
9.0.3.1	1st	27.8	2nd	69.1	1st
9.0.4	19th	27.9	3rd	70	6th
9.0.4.0.1	Original	28	6th	70.1	1st
9.0.4.1	10th	29	8th	71	8th
9.0.4.2	Original	30	2nd	72	11th
9.0.5	46th	31	8th	72.1	5th
9.0.5.1	29th	31.1	8th	73	5th
9.0.5.2	33rd*	32	7th	74	7th
9.0.5.3	2nd	33	6th	74.1	6th
9.1	Original	34	6th	75	10th
10	2nd	35	4th	75.1	8th
11	11th	36	5th	75.2	15th
12	13th	37	5th	75.2.0.1	1st
12.1	6th	38	8th	75.2.1	1st
13	14th	39	5th	76	5th
14	7th	40	7th	77	3rd
14.1	4th	41	3rd		
15	9th	42	6th		

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*New or Revised Page

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TARIFF F.C.C. NO. 1
 33RD REVISED PAGE 9.0.5.2
 CANCELS 32ND REVISED PAGE 9.0.5.2

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25-163	Original	25-208	Original	28-18	2nd
25-164	Original	25-209	Original	28-19	3rd
25-165	Original	25-210	Original	28-20	5th
25-166	Original	25-211	Original	28-21	1st
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25-168	Original	25-213	Original	28-22.1	Original
25-169	Original	25-214	Original	28-23	2nd
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25-171	Original	25-215.1	Original	28-23.2	Original
25-172	Original	25-216	Original	28-24	4th
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25-175	Original	25-219	Original*	28-27	1st
25-176	Original	25-220	Original*	28-28	3rd
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25-178	Original	25-222	Original*	28-30	2nd
25-179	1st	26-1	Original	28-31	4th
25-179.1	Original	26-2	Original	28-32	4th
25-180	Original	26-3	Original	28-33	3rd
25-181	1st	26-4	Original	28-34	5th
25-181.1	Original	26-5	Original	28-35	4th
25-182	Original	26-6	Original	28-36	2nd
25-183	Original	26-7	Original	28-36.1	1st
25-184	Original	26-8	Original	28-37	4th
25-185	Original	26-9	Original	28-38	1st
25-186	Original	26-10	Original	28-39	1st
25-187	Original	26-11	Original	28-39.1	2nd
25-188	Original	26-12	Original	28-39.2	2nd
25-189	Original	26-13	Original	28-39.3	2nd
25-190	Original	27-1	Original	28-40	11th
25-191	Original	28-1	2nd	28-41	3rd
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25-194	Original	28-4	Original	28-43.1	1st
25-195	Original	28-5	Original	28-44	Original
25-196	Original	28-6	1st	28-45	Original
25-197	Original	28-7	Original	28-46	Original
25-198	Original	28-8	1st	28-47	1st
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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-218

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.24 Contract Tariff – No. 021 (Reserved for Future Use)

(N)

EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹

(N)

- (A) Customers may subscribe to this Contract Tariff during a fifteen (15) day subscription period following the Contract Tariff's effective date. The subscription period shall begin July 7, 2005 and expire July 21, 2005.
- (B) Subject to the regulations, terms and conditions provided herein this Contract Tariff, customers will be provided specific speeds of Managed Shared ATM Service (MSATMS) circuits for a contract term beginning July 22, 2005 and ending November 21, 2005.
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Area (MSA).
- (D) Customers may subscribe to this Contract Tariff within the 15-day subscription period in (A) above by signing 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 (i.e., July 22, 2005) and the Access Customer Name Abbreviations (ACNAs).

25.25.1 General Regulations

(A) Term and Renewal Options

MSATMS circuits available in this Contract Tariff will be provided for a contract term of four months as set forth in 25.25(B) above. At the end of the contract term, the customer must either discontinue the service, continue the service under month-to-month rates or elect to move the service under an optional payment plan (i.e., a Fast Packet Services Payment Plan or Fast Packet Savings Plan).

(B) Description

Subject to the conditions set forth in this Contract Tariff, specific speeds of MSATMS circuits will be provided at a 45% discount off the nonrecurring charges and Month to Month rates provided in Section 23 of this Tariff for the contract term set forth in 25.25(B).

- (1) Only new MSATMS circuits are available from this Contract Tariff.
- (2) The following specific speed MSATMS circuits are available from this Contract Tariff: 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps, 149.760 Mbps and 599.040 Mbps.
- (3) The new MSATMS circuits from this Contract Tariff must be ordered as Month to Month service in order for the pricing afforded by this Contract Tariff to be administered.

Note 1: All material on this page is new.

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The specific rate elements for eligible speed MSATMS circuits that are discounted under this Contract Tariff are those for MSATMS Connections and their associated MSATMS PVC Features (i.e., PVC Segment and PVC Bandwidth/Service Activation Charges) and optional Special Provisioning.

(C) Minimum Requirements

Customers subscribing to this Contract Tariff must satisfy both of the following Minimum Requirements.

- (1) Customers subscribing to this Contract Tariff must order a minimum of at least 30 new MSATMS circuits (of the speeds available from this Contract Tariff) with service due dates (i.e., installation completed) within the period of this Contract Tariff term set forth in 25.25(B).
- (2) Customers subscribing to this Contract Tariff must maintain monthly recurring revenue billing of \$2,000,000 per month or greater for the term of this Contract Tariff specified in 25.25(B). The formula for determining the total monthly recurring billing of a customer shall be the sum of the monthly recurring billing for the following services billed to the customer:
- BellSouth Exchange Access Frame Relay Service
 - BellSouth Exchange Access Connectionless Data Service
 - BellSouth Exchange Access Asynchronous Transfer Mode Service
 - BellSouth Managed Shared Frame Relay Service
 - BellSouth Managed Shared Asynchronous Transfer Mode Service
 - BellSouth Network Visibility Service (excluding Service Establishment Charge and Management Access Interface Charges)
 - BellSouth DSL Service
 - BellSouth Session Based DSL Service
 - BellSouth Metro Ethernet Service
 - BellSouth Transport Services following:
 - WATS Access Line (WAL) (a.k.a. BellSouth WATS Line) Service
 - DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service
 - High Capacity (a.k.a. BellSouth SPA High Capacity)
 - Alternate Serving Wire Center Service
 - LightGate Service (a.k.a. BellSouth SPA Point to Point Network)
 - Digital Data Access Service (a.k.a. BellSouth SPA DS0 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 DS0 VG) Service
 - Program Audio (a.k.a. BellSouth SPA Program Audio) Service
 - Analog Data Access (a.k.a. BellSouth SPA DS0 VG) Service

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(C) Minimum Requirements (Cont'd)

(2) (Cont'd)

- BellSouth Transport Services following: (Cont'd)
 - . 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)
 - . FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Service
 - . BellSouth SPA Managed Shared Network Service
 - . Surcharge for Special Access (a.k.a. BellSouth SPA) Service
 - . Message Station Equipment Recovery Charge
 - . Metallic (a.k.a. BellSouth Metallic) Service
 - . Telegraph Grade (a.k.a. BellSouth Telegraph) Service
 - . Wideband Analog (a.k.a. BellSouth SPA Wideband Analog) Service
 - . Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel Service
 - . Video (a.k.a. BellSouth Video Service)
 - . Broadcast Qualify Video (a.k.a. BellSouth SPA Commercial Quality Video) Service
 - . Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) Service
 - . Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video) Service
 - . 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport) Service
 - . DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) Service
 - . BellSouth SPA Modular Video Transport Service
 - . Dry Fiber
 - . 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

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(D) Rates and Charges

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

(E) Classifications, Practices and Regulations

- (1) Credits are provided under this Contract Tariff to administer the discount specified in 25.25.1(B). Credits provided under this Contract Tariff will apply only for the billing periods within the Contract Tariff term set forth in 25.25(B). (For example, a new 36 Mbps MSATMS circuit that is installed July 22, 2005 would receive the 45% credit for its nonrecurring charge in accordance with (2) following and a 45% credit for monthly recurring billing for the periods from July 22, 2005 thru November 21, 2005 in accordance with (3) following. No credits are applicable for the portion of any billing period covering the provisioning of service beyond November 21, 2005.)
- (2) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date. A credit of 45% of the nonrecurring charge for an eligible MSATMS rate element will be provided.
- (3) Monthly recurring credits will be applied to the customer's bill 30 days in arrears (i.e., the next month's billing period). A credit of 45% of the monthly recurring rate for an eligible MSATMS rate element will be provided for each full monthly billing period. (If appropriate, partial month credit thru November 21, 2005 will be provided for any customer bill period that extends beyond that Contract term end date.)
- (4) The cancellation of Access Service Requests for MSATMS Connections ordered are subject to the standard Cancellation Charges for MSATMS set forth in Section 5.4. (Cancellation of an Access Order).
- (5) If the customer does not satisfy the Minimum Requirements set forth in 25.25.1(C) during the period of this Contract Tariff term (as set forth in 25.25.(B)), and/or if the customer wishes to terminate this Contract Tariff agreement prior to its expiration on November 21, 2005, then the customer shall be obligated to pay the Company an amount equal to all Contract Tariff credits (described in (1) through (3) preceding) that have been issued during the period of this Contract Tariff term.

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