

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: AUGUST 15, 2005

TARIFF F.C.C. NO. 1
 779TH REVISED PAGE 1
 CANCELS 778TH REVISED PAGE 1

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown.

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1	779th*	16	4th	43	10th
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2.1	83rd	18.1	5th	46	8th
3	76th	19	6th	47	2nd
3.1	14th	20	15th	48	6th
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5	148th	22	25th	51	8th
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5.1.0.1	3rd	23	8th	53	5th
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6	99th	25	12th	56	5th
6.1	33rd	26	1st	57	6th
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7	140th	27.0.1	4th	59	7th
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9.0.0.1	29th	27.5.1	Original	64	4th
9.0.0.2	17th	27.6	6th	65	7th
9.0.1	21st	27.6.1	1st	66	3rd
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9.0.5.1	30th	31	8th	72.1	5th
9.0.5.2	37th*	31.1	8th	73	5th
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9.1	Original	34	6th	75	10th
10	2nd	35	4th	75.1	8th
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12	13th	37	6th	75.2.0.1	1st
12.1	6th	38	8th	75.2.1	1st
13	14th	39	5th	76	5th
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TARIFF F.C.C. NO. 1
37TH REVISED PAGE 9.0.5.2
CANCELS 36TH REVISED PAGE 9.0.5.2

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EFFECTIVE: AUGUST 16, 2005

ACCESS TARIFFS

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period begins August 16, 2005, and expires August 31, 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 following Full Service Relief Metropolitan Statistical Areas (MSAs):
 - 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
- (D) The Company reserves the right to change the regulations, 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.
- (E) To qualify for this Contract Tariff, at the time of subscription the customer must have a minimum of 80% of existing Interoffice Channels associated with LightGate DS3 Service (a.k.a. BellSouth SPA DS3 Point-to-Point) terminating to one of the services below. The Interoffice Channels must be in the Full Service Relief MSAs specified in (C) above.
 - LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point)
 - SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring)
 - BellSouth Wavelength Dedicated Ring Service
 - BellSouth Wavelength Channel Service

25.24.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives in this Contract Tariff shall be discontinued unless the Company and the customer mutually agree to extend the Contract Tariff.
- (2) Customers subscribing to this Contract Tariff must participate in the Transport Advantage Plan (TAP) at the Volume Band >\$100M to \$300M. All TAP regulations, terms and conditions shall apply as set forth in Section 2.4.8 of this Tariff.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(B) Description of Contract Tariff Incentive

The incentive in this Contract Tariff is described as follows and will be provided as a quarterly credit upon the customer meeting the terms and conditions herein.

- (1) The quarterly credit will be calculated as a percentage of quarterly recurring revenues associated with Eligible Services in (C) following. Credit will be based on two criteria:

- Volume levels of region-wide Annual Total Billed Revenue (TBR) achieved for the Qualifying Services defined in (D) following.
- Interoffice Channels for Eligible Services in (C) following. The credit percentage is differentiated by whether the interoffice channel terminates to a Company provided on-net service or off-net service. An on-net service is defined as interoffice channels that terminate to one or more of the services below. An Off-net service is interoffice channels that do not terminate to the services below.

LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point)
SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring)
BellSouth Wavelength Dedicated Ring Service
BellSouth Wavelength Channel Service

- (2) The quarterly credit will be applied to the customer's bill one-month in arrears during the three-year contract term.

The customer's past twelve months of region-wide TBR will be used to determine the appropriate Annual TBR volume level achieved at the end of each period, which must fall within a volume level shown in Table 1 of 25.24.2 in order to qualify for credit.

- (3) There will be no shortfall penalty assessed if at the end of a each quarterly period the customer's past twelve months of region-wide TBR falls short of the minimum Annual TBR volume level in Table 1 of 25.24.2. The customer will be allowed to continue subscribing to this Contract Tariff but will not qualify for a credit for the shortfall period.

¹All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(C) Eligible Services for Calculating Incentives

The credits described in (B) above will be applied to monthly recurring revenues associated with the services below. Rates and charges for these services are set forth in Section 23 of this Tariff.

- Interoffice Channel Mileage for DS1 Service (a.k.a. BellSouth SPA DS1) (USOC: 1L5XX)
- Interoffice Channel Mileage for LightGate DS3 Service (a.k.a. BellSouth SPA DS3 Point-to-Point) (USOCS: 1LPS6, 1LPS8, 1LPS9, 1LPE6, 1LPE8 and 1LPE9)

(D) Qualifying Services for Annual Total Billed Revenue

The following Qualifying Services will be used in determining the customer's region-wide Annual TBR. Rates and charges for these services are set forth in Sections 6, 7, 9, 10, 21, 23, 28 and 29 of this Tariff. The Company reserves the right to change the rates and charges for these services during the term of this Contract Tariff.

BellSouth SWA Dedicated Transport Service (Sections 6 and 23)

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(D) Qualifying Services for Annual Total Billed Revenue (Cont'd)

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)
(Cont'd)

- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth Customer Network Management Service
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- BellSouth SPA Surcharge and Message Station Equipment Recovery Charge
- BellSouth Optical Transport Access Services

BellSouth Directory Assistance Access (Section 9)
- BellSouth Directory Transport

Special Federal Government Access Services (Section 10)
- Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Sections 21 and 23)
Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

Digital Subscriber Line Access Services (Sections 23 and 28)
- BellSouth ADSL Service
- BellSouth Enterprise DSL Service
- BellSouth Session Based DSL Service

Optical Transport Access Services (Sections 23 and 29)
- BellSouth Wavelength Service

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(E) Minimum Revenue Requirement

To qualify for the incentive in this Contract Tariff, the customer must achieve the minimum revenue volume level specified in 25.24.2, Table 1. These revenues represent the customer's past twelve months of recurring revenues billed to the customer on a region-wide basis for services listed in (D), preceding.

These revenues will not be adjusted to reflect credits or discounts the customer earns under other pricing plans (e.g., Area Commitment Plan, Transport Advantage Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

(F) Classifications, Practices and Regulation

- (1) Eligible Services defined in (C) preceding do not include services that terminate in physical or virtual collocation arrangements in a Company central office.
- (2) Customers subscribing to this Contract Tariff may not subscribe to any other Contract Tariff for the same services in the same MSAs specified herein.
- (3) Should the customer merge with another company or is acquired by another company, the customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives in this Contract Tariff.
- (4) Credits the customer earns under this Contract Tariff will not be applied to taxes.

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25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.2 Revenue Volumes and Incentives

- (A) Table 1 below provides the region-wide Annual TBR volume levels and the corresponding credit percentages. The customer's past twelve months of region-wide TBR will be used to determine the appropriate Annual TBR volume level achieved at the end of each quarterly period. Credit will be applied to Eligible Services as specified in 25.24.1(B) and (C) preceding.

Table 1 – Quarterly Credit

(A)	(B)	(C)
Annual TBR Volume Levels (Region-wide)	% Credit for Interoffice Channel Terminating to Transport Services ²	% Credit for Interoffice Channel <u>Not</u> Terminating to Transport Services ²
\$105M - \$114M	19%	5%
≥ \$115M - \$119M	30%	5%
≥ \$120M - \$124M	34%	5%
\$125M or greater	36%	5%

- (B) The following example illustrates how the customer may earn the credits shown in Table 1, and it assumes the customer meets all terms and conditions specified in the Contract Tariff.

The customer's 36-month contract term began on August 1, 2005. At the end of the first quarter (i.e., November 1), the customer's past twelve months of Qualifying Revenues for the services defined in (D), preceding, is \$112M. The customer's first quarter Eligible Services billing for On-net DS1 and DS3 Interoffice Channels is \$1,750,000; the Eligible Services billing for Off-net DS1 and DS3 Interoffice Channels is \$750,000. The customer will earn a first quarter credit of \$370,000, which will be applied to the customer's December bill (i.e., one month in arrears). The credit is calculated as follows.

19% for On-net DS1 and DS3 Interoffice ($\$1,750,000 \times 19\% = \$332,500$)
5% for Off-net DS1 and DS3 Interoffice ($\$750,000 \times 5\% = \$37,500$)

Credit Earned: $\$332,500 + \$37,500 = \$370,000$

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²SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring), LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point), BellSouth Wavelength Dedicated Ring Service, BellSouth Wavelength Channel Service

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