

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: AUGUST 18, 2005

TARIFF F.C.C. NO. 1
 781ST REVISED PAGE 1
 CANCELS 780TH REVISED PAGE 1

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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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Title	2nd	15	9th	42	6th
1	781st*	16	4th	43	10th
1.1	4th	17	16th	44	7th
2	231st	18	17th	45	7th
2.1	83rd	18.1	5th	46	8th
3	76th	19	6th	47	2nd
3.1	14th	20	15th	48	6th
4	172nd	21	15th	49	7th
4.1	16th	21.1	2nd	50	5th
5	148th	22	25th	51	8th
5.1	97th	22.1	8th	52	5th
5.1.0.1	3rd	23	8th	53	5th
5.1.1	31st	23.1	Original	54	8th
5.1.2	2nd	24	8th	55	8th
6	99th	25	12th	56	5th
6.1	33rd	26	1st	57	6th
6.2	1st	27	6th	58	4th
7	140th	27.0.1	4th	59	7th
7.1	1st	27.1	5th	60	9th
8	51st	27.2	8th	61	3rd
8.1	57th	27.3	5th	62	7th
8.2	8th	27.4	5th	63	3rd
9	52nd	27.5	1st	63.1	4th
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
9.0.1.1	6th	27.7	12th	67	9th
9.0.2	12th	27.7.1	6th	67.1	2nd
9.0.3	14th	27.7.1.1	2nd	68	5th
9.0.3.1	1st	27.7.1.2	Original	69	6th
9.0.4	19th	27.8	2nd	69.1	1st
9.0.4.0.1	2nd	27.9	3rd	70	6th
9.0.4.1	10th	28	6th	70.1	1st
9.0.4.2	Original	29	8th	71	9th
9.0.5	47th	30	2nd	72	11th
9.0.5.1	30th	31	8th	72.1	5th
9.0.5.2	38th*	31.1	8th	73	5th
9.0.5.2.1	1st	32	7th	74	7th
9.0.5.3	4th	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	16th
12	13th	37	6th	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		

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
38TH REVISED PAGE 9.0.5.2
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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-223
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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 3, 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 Full Service Relief Metropolitan Statistical Areas (MSAs) in Section 23 of this Tariff.

25.26.1 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-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSAs as the existing BellSouth SPA Managed Shared Network Service as specified in 25.26(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) below 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-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for the new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSAs as the existing BellSouth SPA Managed Shared Network Service specified in 25.26(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.

¹All material on this page is new.

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25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023 (Cont'd)¹

(N)

25.26.1 General Regulations (Cont'd)

(A) Description (Cont'd)

- (3) The new OC-12 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 one year from effective date of this Contract Tariff, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-12 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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25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023 (Cont'd)¹

(N)

25.26.1 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-12 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.

¹All material on this page is new.