

EFFECTIVE: SEPTEMBER 3, 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.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title	2nd	15	9th	42	6th
1	782nd*	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	39th*	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

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: SEPTEMBER 2, 2005

TARIFF F.C.C. NO. 1
 39TH REVISED PAGE 9.0.5.2
 CANCELS 38TH REVISED PAGE 9.0.5.2

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25-179.1	Original	25.218.4	Original		
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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.28 Contract Tariff – No. 025¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 18, 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 and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Charleston

25.28.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must sign a new 61-month Transport Payment Plan (TPP), Plan C (61 months), for an existing OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) pursuant to the terms and conditions herein. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

This Contract Tariff provides monthly Incentives for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), which will be provided as a 20% credit on the 61-month TPP monthly recurring rates pursuant to the following:

- (1) The 20% credit will apply to monthly recurring rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Interoffice Channel and Node rate elements for the duration of the 61-month TPP term.
- (2) The 20% credit will only apply to the rate elements in (1) above when they terminate at a location other than an end user premises.
- (3) The OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must consist of five (5) nodes located in the MSA in 25.28(C) above.
- (4) The customer must maintain a minimum of eleven SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) throughout the region. If the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) fall below eleven, the Incentives in this Contract Tariff shall be discontinued.

¹All material on this page is new

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.28 Contract Tariff – No. 025 (Cont'd)¹

(N)

25.28.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (5) The 20% credit on the 61-month TPP monthly recurring rates will be applied to the customers' bill each month of the TPP term, one month in arrears.
- (6) If the customer disconnects service in this Contract Tariff prior to the 61-month TPP term, the customer must repay all credits received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the disconnect date. The TPP termination liability will also apply as specified in (A) above.
- (7) The customer must place the order for the new 61-month TPP for OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) within three months of this Contract Tariff's effective date.

(C) Rates and Charges

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

(D) Classifications, Practices and Regulations

- (1) The Incentives in this Contract Tariff will not apply as follows:
 - (a) 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.
 - (b) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
- (2) The credits under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.