

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: NOVEMBER 14, 2005

TARIFF F.C.C. NO. 1
 793RD REVISED PAGE 1
 CANCELS 792ND 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.

<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>
Title	2nd	15	9th	42	6th
1	793rd*	16	4th	43	10th
1.1	4th	17	16th	44	7th
2	232nd	18	17th	45	7th
2.1	84th	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	149th	22	25th	51	8th
5.1	98th	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	142nd	27.0.1	4th	59	7th
7.1	1st	27.1	5th	60	9th
8	51st	27.2	8th	61	3rd
8.1	58th	27.3	5th	62	7th
8.2	8th	27.4	5th	63	3rd
9	53rd	27.5	1st	63.1	4th
9.0.0.1	30th	27.5.1	Original	64	4th
9.0.0.2	18th	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	3rd	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	31st	31	8th	72.1	5th
9.0.5.2	43rd*	31.1	8th	73	5th
9.0.5.2.1	2nd	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		

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 * New or Revised Page

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TARIFF F.C.C. NO. 1
 43RD REVISED PAGE 9.0.5.2
 CANCELS 42ND REVISED PAGE 9.0.5.2

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<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	25-198	Original	25-235	Original
25-162	Original	25-199	Original	25-236	Original
25-163	Original	25-200	Original	25-237	Original
25-164	Original	25-201	Original	25-238	Original
25-165	Original	25-202	Original	25-239	Original
25-166	Original	25-203	Original	25-240	Original
25-167	Original	25-204	Original	25-241	Original
25-168	Original	25-205	Original	25-242	Original
25-169	Original	25-206	Original	25-243	Original
25-170	Original	25-207	Original	25-244	Original
25-171	Original	25-208	Original	25-245	Original
25-172	Original	25-209	Original	25-246	Original
25-173	Original	25-210	Original	25-247	Original
25-174	Original	25-211	Original	25-248	Original
25-175	Original	25-212	Original	25-249	Original
25-176	Original	25-213	Original	25-250	Original
25-177	2nd	25-214	Original	25-251	Original
25-178	Original	25-215	Original	25-252	Original
25-179	1st	25-215.1	1st	25-253	Original
25-179.1	Original	25-215.2	Original	25-254	Original
25-180	Original	25-216	Original	26-1	Original
25-181	1st	25-217	Original	26-2	Original
25-181.1	Original	25-218	1st	26-3	Original
25-182	Original	25.218.1	Original	26-4	Original
25-183	Original	25.218.2	Original	26-5	Original
25-184	Original	25.218.3	Original	26-6	Original
25-185	Original	25.218.4	Original	26-7	Original
25-186	Original	25.218.5	Original	26-8	Original
25-187	Original	25-219	Original	26-9	Original
25-187.1	Original	25-220	Original	26-10	Original
25-187.2	Original	25-221	Original	26-11	Original
25-187.3	Original	25-222	Original	26-12	Original
25-187.4	Original	25-223	1st	26-13	Original
25-187.5	Original*	25-223.1	Original	26-14	Original
25-187.6	Original*	25-223.2	Original	26-15	Original
25-187.7	Original*	25-224	Original	26-16	Original
25-188	Original	25-225	Original	26-17	Original
25-189	Original	25-226	Original	26-18	1st
25-190	Original	25-227	Original	26-19	Original
25-191	Original	25-228	Original		
25-192	Original	25-229	Original		
25-193	Original	25-230	Original		
25-194	Original	25-231	Original		
25-195	Original	25-232	Original		
25-196	Original	25-233	Original		
25-197	Original	25-234	Original		

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan – Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network)

25.16.4.1 General Regulations

- (A) An Incentive Plan will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (electrical service only).
- (B) The rates and charges for the services in this Incentive Plan are set forth in Section 23 of this Tariff. The terms and conditions in this Incentive Plan shall apply to the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:
 - 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

25.16.4.2 Description

- (A) This Incentive Plan provides rewards in the form of credits for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) provisioned to an end user location.
- (B) Customers subscribing to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 – 60 months) or TPP C (61 – 96 months) shall receive the credits shown in the chart below on the TPP monthly recurring rates for the Local Channel and Interoffice Channel Mileage.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Customers must submit a firm order for service with the application date within the nine-month Incentive Plan period specified in 25.16.4.1(A) above, and the service must be installed by September 15, 2006.

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25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

25.16.4.2 Description (Cont'd)

- (D) For the purposes of this provision, orders for services with application dates preceding the effective date of this tariff that are cancelled subsequent to this tariff's effective date and then reordered during the six-month Incentive Plan period shall not qualify for this Incentive Plan.
- (E) An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Incentive Plan.
- (F) The rewards in this Incentive Plan will apply to the following:

Service	Rate Elements	USOCS
Non-channelized LightGate DS3 svc. (a.k.a. BellSouth SPA Point to Point Network)	Local Channel, I/O Channel Mileage	HFSC7, 1LPEA 1LPE8, 1LPE9 1LPE6, 1LPS8 1LPS9, 1LPS6

- (G) The rewards for services in this Incentive Plan will not apply as follows:
- When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
 - For lower level circuits riding on the services in this Incentive Plan and for interfaces or other optional features and functions other than those specified in this Incentive Plan.
 - For Local Channels terminating at a location other than an end user location (i.e., rewards will not apply for Local Channels terminating at an inter-exchange carrier's point-of-presence.)
 - When services in this Promotion terminate in a physical or virtual collocation arrangement in a Company central office.
- (H) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

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25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

25.16.4.2 Description (Cont'd)

- (I) TPP regulations in Section 2.4.8 of this Tariff apply for non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point). In addition, if the customer disconnects the service prior to the end of the contract term, the customer must repay all credits received under this Incentive Plan and the Company will bill such amount to the customer within 90 days of the termination date.
- (J) Customers may qualify for the rewards in this Incentive Plan if:
 - (1) The customer renews a TPP contract that expires within the nine-month Incentive Plan period to a renewed TPP A (24 month minimum), TPP B or TPP C contract for one of the services in this Incentive Plan. The term activation date of the renewed TPP commences on the day after expiration of the existing TPP.
 - (2) The customer moves its existing services that are under a month-to-month arrangement to a TPP A (24 month minimum), TPP B or TPP C contract.
 - (3) The customer renews a TPP contract during the 9-month Incentive Plan period to a TPP B or C contract when the existing TPP contract term has been fulfilled with no termination liability required.
- (K) The rewards in this Incentive Plan will be computed as credits on the full TPP tariff price for services in this Incentive Plan. Credits will not be applied to taxes.
- (L) Customers receiving rewards under other Incentive Plans, promotions or contract tariffs that contain the services specified in this Incentive Plan may not subscribe to this Incentive Plan. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Advantage Plan (TAP), Premium Service Incentive Plan (PSIP) or TPP.

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