

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
 794TH REVISED PAGE 1
 CANCELS 793RD REVISED PAGE 1

EFFECTIVE: NOVEMBER 15, 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.

<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	794th*	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	44th*	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
 44TH REVISED PAGE 9.0.5.2
 CANCELS 43RD 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	25-195	Original	25-232	Original
25-162	Original	25-196	Original	25-233	Original
25-163	Original	25-197	Original	25-234	Original
25-164	Original	25-198	Original	25-235	Original
25-165	Original	25-199	Original	25-236	Original
25-166	Original	25-200	Original	25-237	Original
25-167	Original	25-201	Original	25-238	Original
25-168	Original	25-202	Original	25-239	Original
25-169	Original	25-203	Original	25-240	Original
25-170	Original	25-204	Original	25-241	Original
25-171	Original	25-205	Original	25-242	Original
25-172	Original	25-206	Original	25-243	Original
25-173	Original	25-207	Original	25-244	Original
25-174	Original	25-208	Original	25-245	Original
25-175	Original	25-209	Original	25-246	Original
25-176	Original	25-210	Original	25-247	Original
25-177	2nd	25-211	Original	25-248	Original
25-178	Original	25-212	Original	25-249	Original
25-179	1st	25-213	Original	25-250	Original
25-179.1	Original	25-214	Original	25-251	Original
25-180	Original	25-215	Original	25-252	Original
25-181	1st	25-215.1	1st	25-253	Original
25-181.1	Original	25-215.2	Original	25-254	Original
25-182	Original	25-216	Original	26-1	Original
25-183	Original	25-217	Original	26-2	Original
25-184	Original	25-218	1st	26-3	Original
25-185	Original	25.218.1	Original	26-4	Original
25-186	Original	25.218.2	Original	26-5	Original
25-187	Original	25.218.3	Original	26-6	Original
25-187.1	Original	25.218.4	Original	26-7	Original
25-187.2	Original	25.218.5	Original	26-8	Original
25-187.3	Original	25-219	Original	26-9	Original
25-187.4	Original	25-220	Original	26-10	Original
25-187.5	Original	25-221	Original	26-11	Original
25-187.6	Original	25-222	Original	26-12	Original
25-187.7	Original	25-223	1st	26-13	Original
25-187.8	Original*	25-223.1	Original	26-14	Original
25-187.9	Original*	25-223.2	Original	26-15	Original
25-187.10	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		

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.1 General Regulations

- (A) An Incentive Plan for Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, subject to the regulations, terms and conditions provided herein.
- (B) The regulations, terms and conditions for this Incentive Plan shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Incentive Plan are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for services in Section 23 and other sections of this Tariff during the Incentive Plan period in (A) above.

25.16.5.21.2 Description

- (A) To qualify for the rewards in this Incentive Plan, the customer must subscribe to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network), described in (F) following, under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months). The TPP regulations, in Section 2.4.8 of this Tariff shall apply, including termination liability regulations.
- (B) Upon subscribing to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) described in (F) following, the customer will receive credit, as shown below, on the TPP monthly recurring rates for the Local Channel Systems, Optical Terminations, Central Office and Customer Interfaces, Channelization Systems and Interoffice Fixed and Per Mile Channels associated with the service. The credit on TPP rates will apply each month for the duration of the TPP term and will be applied to the customer's bill one month in arrears.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Should the customer disconnect service prior to the TPP term, the customer must repay all monthly recurring credits received under this Incentive Plan and such amount will be billed to the customer within 90 days of the service termination date.

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25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

- (D) Customers who renew a TPP contract that expires during the Incentive Plan period specified in 25.16.5.1(A) above for the services in herein will qualify for credit on TPP monthly recurring rates. Eligible TPPs for renewal are those that expire during the Incentive Plan period and where termination liability does not apply. The customer may take advantage of this Incentive Plan by renewing the expired TPP under a new TPP A, B or C.
- (E) In addition to (D) above, customers who have fulfilled the minimum term of an existing TPP (i.e., 12 months of TPP A, 37 months of TPP B and 61 months of TPP C) may qualify for this Incentive Plan by either renewing the TPP or entering into a new TPP with a term of 24, 37 or 61 months, as applicable.
- (F) Customers must submit orders during the Incentive Plan period in 25.16.5.1(A) above for the new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and the service must be installed no later than September 15, 2006.
- (G) The chart below provides the services and rate elements for which the rewards in this Incentive Plan shall apply.

Service Description	Rate Elements	USOCS
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	Local Channel Systems	HFSCF, HFSCG, HFSC7, HFSCJ, 1LPEA
LightGate 2 and 3 Services (a.k.a. BellSouth SPA Point to Point Network)	Optical Termination	HFSL2, HFSL3
LightGate 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	DS3 CO and Customer Channel Interfaces	1PQEC, 1PQEP, MQ3C0, 1PQE3
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	28 DS1 Channel System	MQ3C0, MQ3C1
LightGate 1 Service (a.k.a. BellSouth SPA Point to Point Network)	I/O Fixed & Per Mile Channels (0-8 & 9-25 mileage bands only)	1LPS8, 1LPE8, 1LPE9, 1LPS9

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25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

(H) The rewards in this Incentive Plan will not apply:

- (1) When UNEs or combination of UNEs commingled with services in this Incentive Plan exceed 14 DS1s of an eligible DS3 service capacity. Annual reviews will be performed to determine if commingling of such services has exceeded 14 DS1s of the service capacity of an eligible DS3 facility, at such time credits will be discontinued.
- (2) When UNEs do not terminate and originate at the same serving wire center as the Local Channel for LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (3) When UNEs connect to a SPA DS1 Interoffice Channel.
- (4) When UNEs connect to an Interoffice Channel and Local Channel for LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (5) For lower level circuits riding on the services in this Incentive Plan and for optional features and functions other than those specified herein.
- (6) When services in this Incentive Plan terminate in a physical or virtual collocation arrangement in a Company central office.
- (7) When services in this Incentive Plan are under a month-to-month billing arrangement.
- (8) Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).

(I) Credits in this Incentive Plan will be applied to the full TPP monthly rates for services in this Incentive Plan and will not be applied to taxes.

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