

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

TARIFF F.C.C. NO. 1
 800TH REVISED PAGE 1
 CANCELS 799TH REVISED PAGE 1

EFFECTIVE: DECEMBER 16, 2005

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

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9.0.5.1	32nd	31	8th	72.1	5th
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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
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
3RD REVISED PAGE 9.0.5.2.1
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28-16	1st				
28-17	3rd				
28-18	2nd				
28-19	3rd				
28-20	5th				
28-21	1st				
28-22	3rd				
28-22.1	Original				
28-23	2nd				
28-23.1	Original				
28-23.2	Original				
28-24	4th				
28-25	1st				
28-26	5th				
28-27	1st				
28-28	3rd				
28-29	3rd				
28-30	2nd				
28-31	4th				
28-32	4th				
28-33	3rd				
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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02

26.4.1 General Regulations

- (A) The start date of BellSouth SWA Contract Tariff No. 2005-02 is the first bill period following execution of the Letter of Agreement with the customer.
- (B) Customers may choose a one year agreement that terminates upon completion.
- (C) The regulations, terms, conditions and volume reward provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below:
- (1) Montgomery, Alabama
 - (2) Jacksonville, Florida
 - (3) Miami/Ft. Lauderdale/Hollywood, Florida
 - (4) Orlando, Florida
 - (5) Panama City, Florida
 - (6) Atlanta, Georgia
 - (7) Columbus, Georgia
 - (8) LaFayette, Louisiana

The BellSouth wire centers associated with the above MSAs are as set forth in Section 24 of this Tariff.

26.4.2 Subscription Conditions

- (A) To subscribe to BellSouth SWA Contract Tariff No. 2005-02, the customer and the Telephone Company must execute a Letter of Agreement. The Telephone Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:
- (1) BellSouth SWA Contract Tariff No. 2005-02 tariff reference
 - (2) Start and termination date
 - (3) Customer's Name and Billing Address
 - (4) Billing Account Number the credit will be applied
 - (5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff No. 2005-02
 - (6) BellSouth SWA Contract Tariff No. 2005-02 term
 - (7) MSAs included
 - (8) Commitment Level Usage
 - (9) Commitment Level 8XX Toll Free Dialing Ten Digit Screening Service Queries
- (B) To subscribe to BellSouth SWA Contract Tariff No. 2005-02, the customer must have been a BellSouth SWA customer for the previous 12-months.
- (C) The customer annual commitment level will be that as stated in the Letter of Agreement. The annual commitment level must be in the ranges as stated in 26.4.5.(C) following.

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.2 Subscription Conditions (Cont'd)

- (D) When the customer subscribes to BellSouth SWA Contract Tariff No. 2005-02, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2005-02.
- (E) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement. However, if the customer becomes the responsible party for additional BellSouth SWA billing elements associated with additional ACNA's and CIC's within eleven (11) month's after the effective date of this BellSouth SWA Contract Tariff no. 2005-02, BellSouth will allow the additional ACNA's and CIC's to be included. However, if the customer becomes the responsible party for additional BellSouth SWA billing elements associated with additional ACNA's and CIC's within eleven (11) month's after the effective date of this BellSouth SWA Contract Tariff No. 2005-02, BellSouth will allow the additional ACNA's and CIC's to be included.
- (F) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.4.3 following.
- (G) A customer subscribing to BellSouth SWA Contract Tariff No. 2005-02 may not subscribe to any other BellSouth SWA Contract Tariff in the MSAs as described in 26.4.1 preceding and for the services as set forth in (H).
- (H) The following BellSouth SWA services, provided in the MSAs as described in 26.4.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume reward based on the established local switching usage Commitment Level and SWA 8XX Toll Free Dialing Ten Digit Screening Service.
- (a) Local Switching
 - Local Switching 1
 - Local Switching 2
 - Local Switching 3
 - Local Switching 4
 - (b) SWA 8XX Toll Free Dialing Ten Digit Screening Service
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery for Toll Free Dialing Numbers with Optional and Destination Features
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery for Toll Free Dialing Numbers with Optional Complex Feature, i.e., Call Handling and Destination Features.

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.2 Subscription Conditions (Cont'd)

- (I) A customer may not combine its local switching minutes of use or SWA 8XX Toll Free Dialing Ten Digit Screening Service with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.4.5(B) following. For a customer to qualify for this 2005-02 SWA Contract Tariff, the customer must have at least 3 billion SWA local switching minutes of use and 400M SWA 8XX Toll Free Dialing Ten Digit Screening Service queries.
- (J) The services to which the incentives set forth in this BellSouth SWA Contract Tariff No. 2005-02 apply, are obtained from Section 6 of this Tariff. The Telephone Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 6 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

26.4.3 Mergers and Acquisitions and Transfer of Service

- (A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply:
- (1) The customer may not combine Local Switching usage volumes and SWA 8XX Toll Free Dialing Ten Digit Screening Service queries with the merged or acquired company's Local Switching usage volumes and SWA 8XX Toll Free Dialing Ten Digit Screening Service queries for the purpose of obtaining volume rewards provided under BellSouth SWA Contract Tariff No. 2005-02.
- (2) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2005-02 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.
- (B) If the customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2005-02 shall be terminated.

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

(N)

26.4.4 BellSouth SWA Revenue Volume Rewards

(N)

(A) The year of the customer's Letter of Agreement is defined as twelve (12) consecutive complete bill periods following the beginning date of the Letter of Agreement. For purposes of calculating the BellSouth SWA volume rewards, month 1 is the first complete bill period after the beginning date of the Letter of Agreement. For example, if the beginning date of the Letter of Agreement is June 6, 2006, and the bill period is the 12th, then month 1 for purposes of calculating the BellSouth SWA volume rewards will be the July 12th, 2006 bill period.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

(B) The BellSouth SWA volume rewards provided herein will be determined during the first month after the end of the year of the customer's Letter of Agreement. During the second month following the end of the year of the Letter of Agreement, the BellSouth SWA volume rewards will be applied via a credit to the customer's bill.

(N)
(N)
(N)
(N)
(N)

(C) The BellSouth SWA volume rewards are applicable to the BellSouth SWA services as set forth in 26.4.2(K) preceding.

(N)
(N)

(D) The BellSouth SWA volume rewards specified in BellSouth SWA Contract Tariff No. 2005-02 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

(N)
(N)
(N)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan

(N)

(A) BellSouth SWA Contract Tariff No. 2005-02 provides for annual volume rewards based upon annual local switching minutes of use (MOU) and annual SWA 8XX Toll Free Dialing Ten Digit Screening Service queries achieved, and the Commitment Level and term year as defined in the Letter of Agreement. Rewards are achieved in a term year when the achieved local switching volume and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service is equal to or above a Commitment Level usage/queries for the MSAs as set forth in 26.4.1(C) preceding.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

When equaled or exceeded, rewards are applied to the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries. If the customer's achieved volume is below the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries, no rewards will be rewarded to the customer.

(N)
(N)
(N)
(N)
(N)

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan (Cont'd)

- (B) The Commitment Level usage, 8XX Toll Free Dialing Ten Digit Screening Service queries and the achievable volume rewards associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table following. Volume rewards are not applicable to any usage levels or SWA 8XX Toll Free Dialing Ten Digit Screening Service Queries outside of the MOU usage ranges or SWA 8XX Queries stated in following tables.
- (C) Commitment Level usage, SWA 8XX Toll Free Dialing Ten Digit Screening Service queries and the achievable volume rewards associated with the BellSouth SWA Common Transport IP Option, which allows termination or origination (when/where available and capacity permits) of Internet Protocol (IP) traffic, are shown in the tables below. The SWA Common Transport IP Option reward will be in addition to the reward obtained from the BellSouth SWA services as described in 26.4.5B preceding. Only SWA Common Transport IP Option MOU that go through the BellSouth tandem are eligible for the rewards as described in the table for Additional SWA Common Transport IP Option Rewards section in the table below:

Annual Usage Commitment Level and Rewards		
Commitment Level MOUs	BellSouth SWA services rewards as described in 26.4.5A	Additional SWA Common Transport IP Option Rewards as described in 26.4.5C
> 3B to 4B	2.7%	18.2%
> 4B	4.0%	23.5%

Annual 8XX Toll Free Dialing Ten Digit Screening Service Commitment Level and Rewards	
Commitment Level Queries	BellSouth SWA services rewards as described in 26.4.5A
> 400M to 450M	7.0%
> 450M to 500M	10.0%
> 500M	15.0%

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan (Cont'd)

- (D) The SWA Usage volume reward received for a given year under BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible BellSouth SWA revenue associated with the Commitment Level usage, times the reward percentage achieved as determined in (A) preceding.

The following example demonstrates application of the reward:

Customer Annual Commitment Level – 3.1B minutes of use

Achieved Volume – 4.2B minutes of use

Contract Year – first year of a one-year contract

All usage is Local Switching 2

Local Switching 2 rate - \$.002158/minute

From Table – applicable reward is 4 percent

Therefore:

Volume Reward = Eligible Revenue X Reward Rate

Volume Reward = (4.2B minutes X \$.002158/minute) X 2.7 percent

Volume Reward = \$244,717

- (E) The SWA Common Transport IP Option MOU volume reward received for the year under the BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible SWA Common Transport IP Option revenue associated with the Commitment Level usage, times the reward percentage achieved as determined in A. preceding.

The following example demonstrates application of the Annual SWA Common Transport IP Option reward:

Customer Annual Commitment Level – 3.1B minutes of use

Achieved Volume – 4.2B minutes of use (10M minutes of use are SWA Common Transport IP Option minutes of use)

Contract Year – first year of a one-year contract

Annual Discount for SWA Common Transport IP Option

Local Switching 2 rate - \$.002158/minutes

From Table – applicable SWA Common Transport IP Option reward is 18.1 percent

Therefore:

Additional SWA Common Transport IP Option Volume Reward = Eligible Revenue X Discount Rate

Additional SWA Common Transport IP Option Volume Reward = (10M minutes X \$.002158/minute) X 18.2 percent

Additional SWA Common Transport IP Option Volume Reward = \$3,928

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan (Cont'd)

- (F) The SWA 8XX Toll Free Dialing Ten Digit Screening Service Query volume reward received for a given year under BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service queries total billed revenue, times the reward percentage achieved as determined in (A) preceding.

The following example demonstrates application of the reward:
Customer Annual Commitment Level – 405M queries
Achieved Volume – 455M queries
Contract Year – first year of a one-year contract
Total Billed Revenue 8XX Toll Free Dialing Ten Digit Screening
Service query total billed revenue from contract term =\$1,820,000

From Table – applicable reward is 7 percent
Therefore:

Volume Reward = Total billed revenue X reward percent
Volume Reward = (\$1,820,000 X 7 percent)
Volume Reward = \$127,400

- (G) This BellSouth SWA Contract Tariff No. 2005-02 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume reward. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than thirty (30) days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2006, BellSouth will determine if the customer is on track to earn the reward described at the end of the year of the LOA. If so, BellSouth will calculate by December 15, 2006, the prorated volume reward and remit to the subscriber the prepayment of this pro rate volume reward as soon as practical thereafter. At the end of the year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume reward amount. If, at the end of the year, the volume reward has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent (2% - the prime interest rate is that rate which is effective at the end of the year of the LOA.)).