

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: FEBRUARY 6, 2006

TARIFF F.C.C. NO. 1
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 CANCELS 810TH REVISED PAGE 1

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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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| 1.1 | 4th | 17 | 16th | 43 | 10th |
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| 4 | 173rd | 21 | 15th | 48 | 6th |
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| 5 | 150th | 22 | 25th | 50 | 5th |
| 5.1 | 98th | 22.1 | 8th | 51 | 8th |
| 5.1.0.1 | 3rd | 23 | 8th | 52 | 5th |
| 5.1.1 | 31st | 23.1 | Original | 53 | 5th |
| 5.1.2 | 2nd | 24 | 8th | 54 | 8th |
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| 13 | 14th | 38 | 8th | 75.2.1 | 1st |
| 14 | 7th | 39 | 5th | 76 | 5th |
| 14.1 | 4th | 40 | 7th | 77 | 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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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.32 Contract Tariff – No. 029¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires February 22, 2006.
- (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 must contain the customer's Access Customer Name Abbreviations (ACNA).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff:
 - Knoxville, TN

25.32.1 General Regulations

(A) Term and Renewal Options

- (1) The reward in (B) below will be provided to customers who subscribe to new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and place the service under a sixty-one (61) month Transport Payment Plan (TPP) subject to the regulations herein. The TPP regulations in Section 2.4.8 shall apply including termination liability regulations.
- (2) In addition to TPP termination liability, if service is disconnected prior to the 61-month TPP term, the customer must repay the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.

(B) Description

- (1) This Contract Tariff provides a twenty percent (20%) credit on the 61-month TPP monthly recurring rates for the Local Channel, Interoffice Channel and Node rate elements associated with new subscriptions to OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the following conditions:
 - (a) The customer's new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must consist of one (1) customer node provisioned in the MSA specified in 25.32(C) above.
 - (b) The customer's service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be within nine months of this Contract Tariff's effective date.
 - (c) The 20% credit on TPP monthly recurring rates will be applied to the customer's bill each month of the 61-month term one month in arrears.

¹All material on this page is new

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25 – CONTRACT TARIFFS

25.32 Contract Tariff – No. 029 (Cont'd)¹

(N)

25.32.1 General Regulations (Cont'd)

(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 TPP term in this Contract Tariff.

(D) Classifications, Practices and Regulations

(1) The credit in this Contract Tariff will not apply as follows:

- (a) When UNEs or combination of UNEs are commingled with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (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 herein.

(2) Credit provided under this Contract Tariff will be applied to the service's full tariff price and will not be applied to taxes.

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