

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: FEBRUARY 17, 2006

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EFFECTIVE: MARCH 4, 2006

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| 14 | 7th | 39 | 5th | 76 | 5th |
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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.

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EFFECTIVE: MARCH 4, 2006

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

Services available under ACP and the ACP rates are specified in the rate regulations of the individual services.

Credit and shortfall amounts will be distributed to billing areas based on each billing area's portion of a customer's regional ACP eligible in-service units. Each state in the region is considered to be one billing area.

Effective March 4, 2006, a customer may have only one ACP. For customers with multiple ACP commitments prior to March 4, 2006, upon expiration of the multiple commitment, only one ACP may be maintained. In those cases as of March 4, 2006, where the customer has more than one ACP agreement, the credits and shortfall charges will be determined in chronological order, starting with the earliest agreement. (C) (C) (C) (C)

For Interoffice Mileage Commitments under ACP, circuits will be assigned with the longest mileage circuit assigned first and continuing in descending order by circuit length until the number of circuits subscribed to are assigned starting with the earliest agreement.

The customer may add or disconnect services as desired, subject to the minimum service periods set forth in 7.4.4. following for special access services or as set forth in 6.7.2. following for switched access services and subject to applicable nonrecurring charges. Credits for services under an ACP will be made at the circuit level.

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

A customer may upgrade services under an ACP to a higher order of service¹, provided under an Optional Payment Plan (i.e., an ACP, a TPP, a FPSPP, a FSP or a CSPP arrangement) and request a reduction in his ACP commitment level without incurring a termination liability. The customer request for the services being upgraded from a lower order of service must be coordinated with the installation of the new service being upgraded to a higher order of service. A new ACP will be issued to reflect a new commitment level. The new commitment level must be equal to or greater than the current commitment level less the quantity of services upgraded.

Effective March 4, 2006, a customer desiring to increase a commitment level may update an existing ACP agreement to include the increased commitment level. The commitment period for the updated ACP agreement must be equal to or greater than the time remaining in the existing ACP agreement. (C)
(C)

If during the commitment period, the customer desires to decrease its commitment level or period, the customer must enter into a new ACP agreement and terminate the existing ACP agreement(s). This will result in a termination liability to be calculated as follows:

The penalty for a decrease in the commitment level or commitment period, per unit decreased, will equal the ACP rate associated with the existing ACP agreement multiplied by the difference in months between the time the ACP agreement has been in effect and the minimal months of the existing agreement times a factor. The factor is 40 percent for agreements that have been in effect twelve months or less, or 20 percent for agreements that have been in effect longer than 12 months.

Changes in commitment periods within a plan (e.g., ACP B) do not constitute a change involving a termination liability.

In the case of a decrease in both a commitment level and commitment period, the termination liability will be calculated first for the reduction in level and then for the reduction in period based on the reduced level.

Note 1: Customer requested conversion of Special Access Service (a.k.a., BellSouth SPA) to the same or higher speed Fast Packet Access Service will be treated as an upgrade to a higher order of service.