

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

TARIFF F.C.C. NO. 1
 825TH REVISED PAGE 1
 CANCELS 824TH 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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Title	2nd	9.0.4.0.1	6th	27	6th
1	825th*	9.0.4.1	11th	27.0.1	4th
1.1	5th	9.0.4.2	Original	27.1	5th
2	235th	9.0.5	48th	27.2	8th
2.1	87th	9.0.5.1	34th	27.3	5th
3	78th	9.0.5.2	53rd*	27.4	6th
3.1	14th	9.0.5.2.1	6th	27.5	1st
4	175th	9.0.5.3	8th	27.5.1	Original
4.1	17th	9.1	Original	27.6	6th
5	151st	10	2nd	27.6.1	1st
5.1	98th	11	11th	27.7	12th
5.1.0.1	3rd	12	13th	27.7.1	6th
5.1.1	31st	12.1	6th	27.7.1.1	2nd
5.1.2	2nd	13	15th	27.7.1.1.1	Original
6	99th	14	7th	27.7.1.2	Original
6.1	33rd	14.1	4th	27.8	2nd
6.2	1st	15	9th	27.9	3rd
7	144th	16	4th	28	6th
7.1	1st	17	16th	29	8th
8	51st	18	17th	30	2nd
8.1	59th	18.1	5th	31	8th
8.2	8th	19	6th	31.1	8th
9	55th	20	15th	32	7th
9.0.0.1	32nd	21	15th	33	6th
9.0.0.1.1	Original	21.1	2nd	34	6th
9.0.0.2	21st	22	25th	35	4th
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9.0.1.1	7th	23	8th	37	6th
9.0.2	12th	23.1	Original	38	8th
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9.0.3.1	1st	25	12th	40	7th
9.0.4	19th	26	1st		

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 * New or Revised Page

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TARIFF F.C.C. NO. 1
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ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.37 Contract Tariff – No. 034 (Reserved for Future Use)

(N)

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ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035 (Reserved for Future Use)

(N)

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ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.39 Contract Tariff – No. 036¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the effective date of this tariff. The subscription period expires May 2, 2006.
- (B) Upon subscribing to this Contract Tariff, customers will be allowed to participate in an Application Test of BellSouth Metro Ethernet Service for up to sixty (60) days, which may occur anytime during the period of May 2, 2006, and September 29, 2006. All Application Tests must be concluded no later than September 29, 2006.
- (C) An Application Test of BellSouth Metro Ethernet will allow customers to utilize the service under test conditions to determine whether the service's performance appropriately addresses the customer's application need prior to placing a firm order for the service.
- (D) Customers may elect to participate in this Contract Tariff within the subscription period in (A) above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature.
- (E) The regulations, terms and conditions provided herein shall apply to the Full and Limited Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.39.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff may order up to four (4) BellSouth Metro Ethernet Connections under a Transport Payment Plan (TPP), Plan A, pursuant to regulations in (B)(2) following. The TPP regulations, terms and conditions in Section 2.4.8 of this Tariff shall apply including TPP termination liability regulations.

(B) Description

- (1) This Contract Tariff will allow customers to perform an Application Test of BellSouth Metro Ethernet for up to 60 days at no charge subject to the terms and conditions herein. At the end of the Application Test, the customer must either discontinue the test service(s) or continue the service(s) under month-to-month rates or TPP monthly rates.

¹All material on this page is new.

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ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.39 Contract Tariff – No. 036¹ (Cont'd)

(N)

25.39.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) For each BellSouth Metro Ethernet Connection ordered for test purposes under this Contract Tariff, the customer must concurrently order one BellSouth Metro Ethernet Connection under a TPP, Plan A, up to a maximum of 4 Connections. This allows the customer to have up to 4 test Connections at no charge and up to 4 Connections under a TPP, which the customer will be responsible for paying.
- (3) Customers must order the test Connections within thirty (30) days of the customer's subscription date to this Contract Tariff or within 30 days of the provisioning date for the fiber ties to the customer's collocation, whichever interval is lesser. When fiber ties are required for the test Connections under this Contract Tariff, the orders to provision the fiber ties must be placed within 30 days of the customer's subscription date to this Contract Tariff.
- (4) During the 60-day test period, the customer's bill will be credited an amount equal to the BellSouth Metro Ethernet Connection nonrecurring charges and monthly rates that apply for the test Connection(s). However, if the customer orders any of the options below, the customer will be responsible for paying the nonrecurring charges for these options during the test period:
 - Service and System Reconfiguration Charges
 - Q-Forwarding Service Establishment Charge,
 - Metro Ethernet Reporting Service Establishment Charge and Security Card Charge.
- (5) If the customer determines that the performance of the service is unacceptable for the customer's application, the customer may disconnect the service with no charges incurred provided that the entire 60-day test period has expired.
- (6) At any time during the Application Test the customer determines the test is successful and elects to subscribe to the service with no changes to the service configuration, the customer will be billed the selected month-to-month or TPP rates. If changes are required to the service's configuration, the customer will be billed the applicable reconfiguration nonrecurring charges.

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ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.39 Contract Tariff – No. 036¹

(N)

25.39.1 General Regulations

(C) Minimum Revenue Requirement

Not applicable.

(D) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff period unless otherwise specified herein.

(E) Classifications, Practices and Regulations

- (1) The Company may elect to test the circuits being credited under this Contract Tariff for the purpose of verifying the Company's compliance with Metro Ethernet Forum's MEF 9 "Abstract Test Suite for Ethernet Services at the UNI". The Company, and its vendors, will be responsible for supplying all technical support engineers, technicians, test equipment, test applications, field test engineers, and service test reports in support of the testing.

The customer will be responsible for providing the Company's technicians and vendors with building access to the Company's Network Interface Device at the customer location upon scheduling the testing at least 3 business days in advance. The Company's total testing period will not exceed 5 business days.

- (2) BellSouth Metro Ethernet will be provided subject to the availability of facilities and equipment as determined by the Company. The Company makes no warranties with respect to the performance of BellSouth Metro Ethernet for any and all customer applications tested under this Contract Tariff.
- (3) Customers subscribing to this Contract Tariff must not currently subscribe to BellSouth Metro Ethernet Service or have previously subscribed to the service.
- (4) Customers may participate only once in the Application Test in this Contract Tariff. The Company will not accept more than one request from the same customer to participate in the Application Test.
- (5) The service guarantees set forth in Section 2.4.4 (Service Assurance Warranty), Section 2.4.9 (Service Installation Guarantee) and Section 7.4.32 (Service Level Agreements for BellSouth Metro Ethernet Service) will not apply during the Application Test Period in this Contract Tariff.

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