

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: APRIL 20, 2006

TARIFF F.C.C. NO. 1  
 826TH REVISED PAGE 1  
 CANCELS 825TH 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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25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035<sup>1</sup>

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 6, 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 signed LOA shall indicate the customer's Access Customer's Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to the following Full and Limited Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff:
  - Atlanta, Baton Rouge, Birmingham, Chattanooga, Jackson, Miami, Fort Lauderdale, Montgomery, New Orleans, West Palm Beach,

25.38.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to a minimum of four (4) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) when the services are placed under a Plan B (37-60 month) or Plan C (61-96 month) Transport Payment Plan (TPP) subject to the regulations herein.

The TPP regulations in Section 2.4.8 of this Tariff shall apply if services in this Contract Tariff are disconnected prior to the TPP term. However, TPP termination liability regulations will not apply. Termination liability for services in this Contract Tariff will be equal to sixty (60) percent of the TPP monthly recurring rate times the remaining months in the TPP term.

- (2) In addition to termination liability in (1) above, the customer must repay 100% of the rewards provided under this Contract Tariff for any SMARTRing service arrangement that is disconnected prior to the applicable Plan B (37-60 month) or Plan C (61-96 month) TPP term. No further credits will be applied to the remaining SMARTRing Services if any of the four SMARTRing Service arrangements are disconnected prior to the Plan B (37-60 month) or Plan C (61-96 month) TPP term.
- (3) At the end of the Plan B (37-60 month) or Plan C (61-96 month) TPP term, all rewards provided under this Contract Tariff shall be discontinued.

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25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035<sup>1</sup> (Cont'd)

(N)

25.38.1 General Regulations (Cont'd)

(B) Description

- (1) Customers who subscribe to a minimum of four (4) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) in any of the MSAs in 25.38(C) above will receive the credits below, which will apply to the Local Channel, Node and Interoffice Channel rate elements subject to the regulations herein.

Service Capacity	MSAs	Plan B (37-60 Month)	Plan C (61-96 Month)
SMARTRing OC-48	Atlanta, Baton Rouge, Birmingham, Chattanooga, Ft Lauderdale, Jackson, Miami, Montgomery, New Orleans, W. Palm Beach	20%	25%
SMARTRing OC-192	Baton Rouge, Birmingham, Chattanooga, Jackson, Montgomery, New Orleans	20%	25%
SMARTRing OC-192	Atlanta, Ft. Lauderdale, Miami, W. Palm Beach	25%	30%

- (2) Shortfall charges will not apply when SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Service) is converted in the Birmingham, Fort Lauderdale or New Orleans MSAs to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).

However, if the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) in the Birmingham, Fort Lauderdale or New Orleans MSAs is disconnected prior to the Plan B (37-60 month) or Plan C (61-96 month) TPP, the customer must repay the shortfall charges for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Service), and such amount will be billed to the customer within ninety (90) days of the disconnect date.

- (3) The customer must submit firm orders for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) within six (6) months of this Contract Tariff's effective date.

<sup>1</sup>All material on this page is new.

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25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035<sup>1</sup> (Cont'd)

(N)

25.38.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The customer's service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be within six (6) months of the firm order confirmation date unless a delay in installing the services is caused by the Company.
- (5) The credits in (1) above will be applied to the customer's bill each month of the TPP term one month in arrears.

(C) Rates and Charges

Rates and charges for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) 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.

(D) Classifications, Practices and Regulations

- (1) The rewards in this Contract Tariff will not apply as follows:
  - When UNEs or combination of UNEs are commingled with the service in this Contract Tariff.
  - 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 in this Contract Tariff.
- (2) Taxes will be computed on the full tariff price for the service in this Contract Tariff. Credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (3) The rewards in this Contract Tariff will apply to the following USOCs for the rate elements indicated.

Rate Element Description	Local Channels	Central Office and Customer Nodes	Interoffice Channel
OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN8, SHNN9, SHNN2, SHNN6, SHNH8, SHNH9, SHNH6, SHNH7	1HAXX, 1HNXX, 1HNZX, 1HAFX, 1HXFX

<sup>1</sup>All material on this page is new.