

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 8, 2006

TARIFF F.C.C. NO. 1
 830TH REVISED PAGE 1
 CANCELS 829TH REVISED PAGE 1

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ACCESS SERVICE
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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	5th	9.0.5	48th	27.3	5th
2	236th	9.0.5.1	34th	27.4	6th
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3	78th	9.0.5.2.1	7th*	27.5.1	Original
3.1	14th	9.0.5.3	9th	27.6	6th
4	175th	9.1	Original	27.6.1	1st
4.1	17th	10	2nd	27.7	12th
5	153rd	11	11th	27.7.1	6th
5.1	99th	12	13th	27.7.1.1	2nd
5.1.0.1	3rd	12.1	6th	27.7.1.1.1	Original
5.1.1	31st	13	15th	27.7.1.2	1st
5.1.2	2nd	14	7th	27.7.1.3	Original
6	99th	14.1	4th	27.7.1.4	1st*
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All BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariffs are owned by BellSouth Intellectual Property Corporation.

* New or Revised Page

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25 – CONTRACT TARIFFS

25.40 Contract Tariff – No. 037 (Reserved for Future Use)

(N)

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25.41 Contract Tariff – No. 038 (Reserved for Future Use)

(N)

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25 – CONTRACT TARIFFS

25.42 Contract Tariff – No. 039¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires June 24, 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 shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The customer will have thirty (30) days from the date of signing the LOA to cancel subscription to this Contract Tariff. If the customer cancels subscription during the 30 day period, the customer will be billed within sixty (60) days an amount equal to the total Area Commitment Plan (ACP) Shortfall charges incurred in May 2006.
- (D) The regulations, terms, conditions and rewards provided herein shall apply to customers subscribing to services in this Contract Tariff in the Full Service Relief and Limited Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.42.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new BellSouth Wavelength Channel Service (Dedicated System) and/or BellSouth Wavelength Dedicated Ring Service if the services are placed under a Transport Payment Plan (TPP), Plan C (61-96 months), subject to the regulations herein. All TPP regulations will apply including TPP termination liability regulations.
- (2) In addition to TPP termination liability, if the customer disconnects the above services prior to the TPP term or fails to achieve the criteria specified in 25.42.1(B)(2) and (4), the customer must repay all rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) The rewards provided under this Contract Tariff will be discontinued at the end of the TPP term.

¹All material on this page is new.

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25 – CONTRACT TARIFFS

25.42 Contract Tariff – No. 039 (Cont'd)¹

(N)

25.42.1 General Regulations (Cont'd)

(B) Description

- (1) This Contract Tariff provides a ten percent (10%) credit on the TPP monthly recurring rates associated with the rate elements shown in the chart in (3) below for BellSouth Wavelength Channel Service (Dedicated System) and BellSouth Wavelength Dedicated Ring Service.
- (2) To receive the 10% credit, the customer must install a minimum of eight (8) BellSouth Wavelength Channel Service (Dedicated System) or BellSouth Wavelength Dedicated Ring Service in the MSAs in 25.42(C) above. The credit will apply only to the rate elements shown in the chart in (3) following.
- (3) The 10% credit will apply to the following rate elements/USOCs associated with the services indicated in the chart:

BellSouth Services	System Elements	Wavelength Channel Elements	Interoffice Channel Elements
BellSouth Wavelength Dedicated Ring Service	WDRPS, WDRP1, WDRES, WDRE1, WDRRS, CPROT	WDRCU, WDRDU, WDRDW	
BellSouth Wavelength Channel Service (Dedicated System)	WDCS1, WDCS2, WDCS3, WDCS4, CPROT	WDCCU, WDCDU, WDCDW	WDCC1, WDCC2, WDCCW

- (4) The customer must submit firm orders for BellSouth Wavelength Channel Service (Dedicated System) and/or BellSouth Wavelength Dedicated Ring Service by August 31, 2006, and the services must be installed by April 30, 2007, unless a delay in installing the services is caused by the Company.
- (5) The credits in this Contract Tariff will be applied to the customer's bill each month of the TPP term one month in arrears.
- (6) Customers subscribing to this Contract Tariff will have the option of adjusting the DS1I, DSHI, DSLI, DSHL, SW1L, SW1I, DS1M, DSOH, and MDS1 levels of their Area Commitment Plan (ACP) once every month from the date the customer signs the LOA for this Contract Tariff until April 30, 2008.

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25 – CONTRACT TARIFFS

25.42 Contract Tariff – No. 039 (Cont'd)¹

(N)

25.42.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff 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 or other sections of this Tariff during the term of this Contract Tariff.

(D) Classifications, Practices and Regulation

(1) The rewards in this Contract Tariff will not apply:

- When UNEs or combination of UNEs are commingled with the services in this Contract Tariff;
- When the services terminate in a physical or virtual collocation arrangement in a Company central office;
- For lower level services riding the services in this Contract Tariff.

(2) Customers subscribing to this Contract Tariff may not subscribe to any other Contract Tariff, Incentive Plan or Promotion for the same services in the same MSAs specified herein.

(3) Credits the customer earns under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.