

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: AUGUST 1, 2006

TARIFF F.C.C. NO. 1
 839TH REVISED PAGE 1
 CANCELS 838TH 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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2.1	89th	9.0.5.2	54th	27.5	1st
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* New or Revised Page

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EFFECTIVE: AUGUST 2, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.7 Promotions (Beginning on or After June 1, 2002)¹

(N)

25.7.23 Special Promotion-LightGate Service (a.k.a. BellSouth SPA Point to Point Network)

25.7.23.1 General Regulations

- (A) This Promotion provides a reacquisition offer for LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and is valid for the period beginning August 2, 2006, through November 1, 2006.
- (B) The rates and charges for LightGate Service (a.k.a. BellSouth SPA Point to Point Network) are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for LightGate Service (a.k.a. BellSouth SPA Point to Point Network) in Section 23 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein.
- (C) Customers may elect to participate in this Promotion by signing a Letter of Agreement (LOA), within the promotional period, provided by the Company and acknowledged by a Company representative's signature.
- (D) The regulations, terms and conditions for this Promotion shall apply to customers in the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.

25.7.23.2 Eligibility Requirements

- (A) Customers must subscribe to this Promotion during the period specified in 25.7.23.1(A) above and must meet the eligibility requirements described below. The Company will be the sole determinant of whether the customer meets these requirements.
 - (1) The customer must convert a service that is equivalent to LightGate Service (a.k.a. BellSouth SPA Point to Point Network) that the customer subscribes to from a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates.
 - (2) The customer must present in advance of service installation sufficient documentation (i.e., current circuit detail records) to demonstrate that a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates provides the customer an equivalent LightGate Service (a.k.a. BellSouth SPA Point to Point Network). An equivalent LightGate Service (a.k.a. BellSouth SPA Point to Point Network) billed by a carrier already leasing the facility from BellSouth Telecommunications, Inc. will not qualify as a potential reacquisition.
 - (3) The customer's equivalent LightGate Service (a.k.a. BellSouth SPA Point to Point Network) must be located in one of the Full Service Relief MSAs specified in 25.7.23.1(C), preceding.

¹All material on this page is new.

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25.7 Promotions (Beginning on or After June 1, 2002)¹

(N)

25.7.23 Special Promotion-LightGate Service (a.k.a. BellSouth SPA Point to Point Network)

25.7.23.2 Eligibility Requirements (Cont'd)

(A) (Cont'd)

- (4) The new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) provided under this Promotion must be placed under a Transport Payment Plan (TPP), Plan C (61 - 96 months), as set forth in Section 2.4.8 of this Tariff. All TPP regulations shall apply including termination liability regulations. In addition to TPP termination liability, the termination liability regulations specified in 25.7.23.3 (B) following shall apply.
- (5) The new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) must remain in service for the minimum TPP Plan C term (i.e., 61 months) and may not be optimized or rolled to a higher level of service (e.g., SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) or BellSouth Wavelength Channel Service) before the TPP expiration date.
- (6) A Local Channel associated with the new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) must originate at a carrier's point-of presence (POP).
- (7) The rewards in this Promotion will apply up to one hundred (100) new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) reacquisitions.
- (8) The rewards in this Promotion will not apply when UNEs or combination of UNEs are commingled with the service herein.

25.7.23.3 Description

(A) This Promotion provides a one-time credit for any LightGate Service (a.k.a. BellSouth SPA Point to Point Network) reacquisition that meets the eligibility requirements and other criteria specified herein.

- (1) The one-time credit will be equal to fifteen (15) percent times sixty-one (61) months of the total monthly recurring charges associated with the rate elements in the chart below:

Service	Local Channel Systems	Interoffice Channel
LightGate 1, 2, 3 and 4 Services	HFSCF, HFSCG, HFSC7, HFSCJ, 1LPEA	1LPS8, 1LPS9, 1LPS6, 1LPE8, 1LPE9, 1LPE6

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25 – CONTRACT TARIFFS

25.7 Promotions (Beginning on or After June 1, 2002)¹

(N)

25.7.23 Special Promotion-LightGate Service (a.k.a. BellSouth SPA Point to Point Network)

25.7.23.3 Description (Cont'd)

(A) Cont'd

- (2) The LightGate Service (a.k.a. BellSouth SPA Point to Point Network) purchased under this Promotion must be installed by November 13, 2006, unless a delay in installing the service is caused by the Company.
- (3) The one-time credit in (1) above will be applied to the customer's bill within sixty (60) days of the Service Establishment Date (SED) for the service.
- (4) Taxes and credits will be computed on the full tariff price for the service in this Promotion. Credits will not be applied to taxes.

(B) Termination Liability

Should the customer disconnect service provided under this Promotion prior to the minimum TPP Plan C term (i.e., 61 months), the TPP termination liability will apply in addition to the following:

- (1) The customer must repay 100% of the rewards provided under this Promotion for any LightGate Service (a.k.a. BellSouth SPA Point to Point Network) that is disconnected prior to the minimum TPP Plan C term (i.e., 61 months).
- (2) The customer must repay 100% of the rewards provided under this Promotion for any LightGate Service (a.k.a. BellSouth SPA Point to Point Network) that is optimized or rolled to a higher level of service (i.e., SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) or BellSouth Wavelength Channel Service) or any subsequent arrangement that reduces the billing from the basis on which the credit was applied.

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