

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

EFFECTIVE: AUGUST 2, 2006

ACCESS SERVICE  
 CHECK SHEET

The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	2nd	9.0.4.1	12th	27.1	5th
1	839th*	9.0.4.2	1st	27.2	8th
1.1	6th	9.0.5	49th	27.3	5th
2	238th	9.0.5.1	36th*	27.4	6th
2.1	89th	9.0.5.2	54th	27.5	1st
3	79th	9.0.5.2.1	7th	27.5.1	Original
3.1	14th	9.0.5.3	9th	27.6	6th
4	176th	9.1	Original	27.6.1	1st
4.1	19th	10	2nd	27.7	12th
5	156th	11	11th	27.7.1	6th
5.1	100th	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
6.1	36th	15	9th	27.8	2nd
6.2	1st	16	4th	27.9	3rd
7	148th	17	16th	28	6th
7.1	1st	18	17th	29	8th
8	51st	18.1	5th	30	2nd
8.1	59th	19	6th	31	8th
8.2	8th	20	15th	31.1	8th
9	55th	21	15th	32	7th
9.0.0.1	32nd	21.1	2nd	33	6th
9.0.0.1.1	Original	22	25th	34	6th
9.0.0.2	21st	22.1	8th	35	4th
9.0.1	24th	23	9th	36	5th
9.0.1.1	7th	23.1	Original	37	6th
9.0.2	12th	24	8th	38	8th
9.0.3	15th	25	12th	39	5th
9.0.3.1	1st	26	1st	40	7th
9.0.4	19th	27	6th		
9.0.4.0.1	7th	27.0.1	4th		

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<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>	<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>	<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>
25-62	Original	25-76	Original	25-126	Original
25-62.1	Original	25-77	Original	25-127	Original
25-62.2	Original	25-78	Original	25-128	Original
25-62.3	Original	25-79	Original	25-129	Original
25-62.4	1st	25-80	Original	25-130	Original
25-62.5	1st	25-81	Original	25-131	Original
25-62.6	2nd	25-82	Original	25-132	Original
25-62.7	2nd	25-83	Original	25-133	Original
25-62.8	1st	25-84	Original	25-134	Original
25-62.9	2nd	25-85	Original	25-135	Original
25-62.10	3rd	25-86	Original	25-136	Original
25-62.11	2nd	25-87	Original	25-137	Original
25-62.12	3rd	25-88	Original	25-138	Original
25-62.13	3rd	25-89	Original	25-139	Original
25-62.14	2nd	25-90	Original	25-140	Original
25-62.15	2nd	25-91	Original	25-141	Original
25-62.16	2nd	25-92	Original	25-142	Original
25-62.17	1st	25-93	Original	25-143	Original
25-62.18	1st	25-94	Original	25-144	Original
25-62.19	Original	25-95	Original	25-145	Original
25-62.20	1st	25-96	Original	25-146	Original
25-62.21	Original	25-97	Original	25-147	Original
25-62.22	1st	25-98	Original	25-148	Original
25-62.23	Original	25-99	Original	25-149	Original
25-62.24	Original	25-100	Original	25-150	Original
25-62.25	2nd	25-101	1st	25-151	Original
25-62.26	1st	25-102	Original	25-152	Original
25-62.27	Original	25-103	Original	25-153	Original
25-62.28	Original	25-104	Original	25-154	Original
25-62.29	1st	25-105	Original	25-155	Original
25-62.30	1st	25-106	Original	25-156	Original
25-62.31	1st	25-107	Original	25-157	Original
25-62.32	Original	25-108	Original	25-158	Original
25-62.33	1st	25-109	Original	25-159	Original
25-62.34	Original*	25-110	Original	25-160	Original
25-62.35	Original*	25-111	Original		
25-62.36	Original*	25-112	Original		
25-63	Original	25-113	Original		
25-64	1st	25-114	Original		
25-65	Original	25-115	Original		
25-66	Original	25-116	Original		
25-67	Original	25-117	Original		
25-68	Original	25-118	Original		
25-69	Original	25-119	Original		
25-70	Original	25-120	Original		
25-71	Original	25-121	Original		
25-72	Original	25-122	Original		
25-73	Original	25-123	Original		
25-74	Original	25-124	Original		
25-75	Original	25-125	Original		

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EFFECTIVE: AUGUST 2, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.7 Promotions (Beginning on or After June 1, 2002)<sup>1</sup>

(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.

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

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25.7 Promotions (Beginning on or After June 1, 2002)<sup>1</sup>

(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)<sup>1</sup>

(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.

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