

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 3, 2002

TARIFF F.C.C. NO. 1
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EFFECTIVE: DECEMBER 4, 2002

ACCESS SERVICE
24 – BellSouth Wire Center Information

24.1 General

This Section of the Tariff contains wire center information to support Access Services provided in this Tariff.

24.2 Metropolitan Statistical Area Wire Centers

This section provides the Metropolitan Statistical Areas (MSAs) and associated wire centers in which the Company has received Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules. Section 23 of this Tariff governs the offering of service in these MSAs. MSAs are divided into two categories: Full Service Relief MSAs and Limited Service Relief MSAs. Full Service Relief MSAs and associated wire centers are defined in 24.2.1 below. Limited Service Relief MSAs and associated wire centers are defined in 24.2.2 following.

24.2.1 Full Service Relief MSA's

Full Service Relief MSAs are those MSAs in which the Company has qualified for Phase II pricing flexibility for all elements of service, i.e., local channels (channel terminations) between LEC end offices and customer (end user) premises; entrance facilities; dedicated interoffice facilities; local channels (channel terminations) between an interexchange carriers point of presence and a serving wire center.

State	Wire Center CLLI	MSA Name	MSA Code
AL	HLVIALMA	Montgomery	MTA
AL	MTGMAL10	Montgomery	MTA
AL	MTGMAL11	Montgomery	MTA
AL	MTGMAL12	Montgomery	MTA
AL	MTGMAL13	Montgomery	MTA
AL	MTGMALBI	Montgomery	MTA
AL	MTGMALDA	Montgomery	MTA
AL	MTGMALGM	Montgomery	MTA
AL	MTGMALGY	Montgomery	MTA
AL	MTGMALLT	Montgomery	MTA
AL	MTGMALMB	Montgomery	MTA
AL	MTGMALMT	Montgomery	MTA
AL	MTGMALNO	Montgomery	MTA
AL	PRVLALMA	Montgomery	MTA
AL	WTMPALMA	Montgomery	MTA

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 ISSUED: JULY 3, 2001

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24.2.1 Full Service Relief MSA'S (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
FL	DRBHFLDH	Daytona Beach	DBH	(N)
FL	DBRYFLDL	Daytona Beach	DBH	
FL	DBRYFLMA	Daytona Beach	DBH	
FL	DBYHFLMA	Daytona Beach	DBH	(N)
FL	DELDLFLMA	Daytona Beach	DBH	
FL	DLSPFLMA	Daytona Beach	DBH	
FL	DYBHFLBS	Daytona Beach	DBH	
FL	DYBHFLCS	Daytona Beach	DBH	
FL	DYBHFLDU	Daytona Beach	DBH	
FL	DYBHFLFN	Daytona Beach	DBH	
FL	DYBHFLMA	Daytona Beach	DBH	
FL	DYBHFLQB	Daytona Beach	DBH	
FL	DYBHFLQS	Daytona Beach	DBH	
FL	DYBHFLPO	Daytona Beach	DBH	
FL	DYBHFLVB	Daytona Beach	DBH	
FL	DYBHFLWS	Daytona Beach	DBH	
FL	NSBHFLMA	Daytona Beach	DBH	
FL	OKHLFLMA	Daytona Beach	DBH	
FL	PRSNFLFD	Daytona Beach	DBH	
FL	SNFRFLMA	Daytona Beach	DBH	
FL	ARCHFLMA	Gainsville	GSV	
FL	GSVLFLMA	Gainsville	GSV	
FL	GSVLFLNW	Gainsville	GSV	
FL	GSVLFLSS	Gainsville	GSV	(N)
FL	GSVLFLST	Gainsville	GSV	
FL	HWTHFLMA	Gainsville	GSV	
FL	MCNPFLMA	Gainsville	GSV	
FL	NWBYFLMA	Gainsville	GSV	
FL	BLDWFLMA	Jacksonville	JSV	
FL	FRBHFLFP	Jacksonville	JSV	
FL	FTGRFLMA	Jacksonville	JSV	
FL	GCSPFLCN	Jacksonville	JSV	
FL	JCBHFLAB	Jacksonville	JSV	
FL	JCBHFLMA	Jacksonville	JSV	

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	JCBHFLSP	Jacksonville	JSV
FL	JCVLFLAI	Jacksonville	JSV
FL	JCVLFLAR	Jacksonville	JSV
FL	JCVLFLAV	Jacksonville	JSV
FL	JCVLFLBW	Jacksonville	JSV
FL	JCVLFLCL	Jacksonville	JSV
FL	JCVLFLED	Jacksonville	JSV
FL	JCVLFLFC	Jacksonville	JSV
FL	JCVLFLGH	Jacksonville	JSV
FL	JCVLFLIA	Jacksonville	JSV
FL	JCVLFLJB	Jacksonville	JSV
FL	JCVLFLJJ	Jacksonville	JSV
FL	JCVLFLJT	Jacksonville	JSV
FL	JCVLFLKJ	Jacksonville	JSV
FL	JCVLFLLF	Jacksonville	JSV
FL	JCVLFLMT	Jacksonville	JSV
FL	JCVLFLNO	Jacksonville	JSV
FL	JCVLFLOW	Jacksonville	JSV
FL	JCVLFLRV	Jacksonville	JSV
FL	JCVLFLSB	Jacksonville	JSV
FL	JCVLFLSE	Jacksonville	JSV
FL	JCVLFLSJ	Jacksonville	JSV
FL	JCVLFLSK	Jacksonville	JSV
FL	JCVLFLSM	Jacksonville	JSV
FL	JCVLFLWA	Jacksonville	JSV
FL	JCVLFLWC	Jacksonville	JSV
FL	JCVLFLWT	Jacksonville	JSV
FL	JCVLFLZL	Jacksonville	JSV
FL	KYHGFLMA	Jacksonville	JSV
FL	MDBGFLPM	Jacksonville	JSV
FL	MNDRFLAV	Jacksonville	JSV
FL	MNDRFLLO	Jacksonville	JSV
FL	MNDRFLW	Jacksonville	JSV
FL	MXVLFLMA	Jacksonville	JSV
FL	ORPKFLMA	Jacksonville	JSV
FL	ORPKFLRW	Jacksonville	JSV
FL	PNVDFLMA	Jacksonville	JSV
FL	STAGFLBS	Jacksonville	JSV
FL	STAGFLMA	Jacksonville	JSV
FL	STAGFLSH	Jacksonville	JSV
FL	STAGFLWG	Jacksonville	JSV
FL	YULEFLMA	Jacksonville	JSV

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	COCOFLMA	Melbourne	MTP
FL	COCOFLME	Melbourne	MTP
FL	EGLLFLBG	Melbourne	MTP
FL	EGLLFLIH	Melbourne	MTP
FL	MICCFLLBB	Melbourne	MTP
FL	MLBRFLMA	Melbourne	MTP
FL	MLBRFLNH	Melbourne	MTP
FL	TTVLFLMA	Melbourne	MTP
FL	DRBHFLMA	Miami-Ft Lauderdale	MFH
FL	FTLDFL17	Miami-Ft Lauderdale	MFH
FL	FTLDFLAI	Miami-Ft Lauderdale	MFH
FL	FTLDFLAM	Miami-Ft Lauderdale	MFH
FL	FTLDFLAP	Miami-Ft Lauderdale	MFH
FL	FTLDFLCR	Miami-Ft Lauderdale	MFH
FL	FTLDFLCY	Miami-Ft Lauderdale	MFH
FL	FTLDFLEB	Miami-Ft Lauderdale	MFH
FL	FTLDFLHQ	Miami-Ft Lauderdale	MFH
FL	FTLDFLJA	Miami-Ft Lauderdale	MFH
FL	FTLDFLMA	Miami-Ft Lauderdale	MFH
FL	FTLDFLMR	Miami-Ft Lauderdale	MFH
FL	FTLDFLOA	Miami-Ft Lauderdale	MFH
FL	FTLDFLOV	Miami-Ft Lauderdale	MFH
FL	FTLDFLPL	Miami-Ft Lauderdale	MFH
FL	FTLDFLSF	Miami-Ft Lauderdale	MFH
FL	FTLDFLSG	Miami-Ft Lauderdale	MFH
FL	FTLDFLSU	Miami-Ft Lauderdale	MFH
FL	FTLDFLTB	Miami-Ft Lauderdale	MFH
FL	FTLDFLTT	Miami-Ft Lauderdale	MFH
FL	FTLDFLWN	Miami-Ft Lauderdale	MFH
FL	HILHFLEG	Miami-Ft Lauderdale	MFH
FL	HLDFLBP	Miami-Ft Lauderdale	MFH
FL	HLWDFLHA	Miami-Ft Lauderdale	MFH
FL	HLWDFLLE	Miami-Ft Lauderdale	MFH

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	HLWDFLMA	Miami-Ft Lauderdale	MFH
FL	HLWDFLPE	Miami-Ft Lauderdale	MFH
FL	HLWDFLWH	Miami-Ft Lauderdale	MFH
FL	HMSTFLEA	Miami-Ft Lauderdale	MFH
FL	HMSTFLHM	Miami-Ft Lauderdale	MFH
FL	HMSTFLNA	Miami-Ft Lauderdale	MFH
FL	MIAMFL97	Miami-Ft Lauderdale	MFH
FL	MIAMFLAC	Miami-Ft Lauderdale	MFH
FL	MIAMFLAE	Miami-Ft Lauderdale	MFH
FL	MIAMFLAL	Miami-Ft Lauderdale	MFH
FL	MIAMFLAP	Miami-Ft Lauderdale	MFH
FL	MIAMFLBA	Miami-Ft Lauderdale	MFH
FL	MIAMFLBB	Miami-Ft Lauderdale	MFH
FL	MIAMFLBC	Miami-Ft Lauderdale	MFH
FL	MIAMFLBR	Miami-Ft Lauderdale	MFH
FL	MIAMFLCA	Miami-Ft Lauderdale	MFH
FL	MIAMFLDA	Miami-Ft Lauderdale	MFH
FL	MIAMFLDB	Miami-Ft Lauderdale	MFH
FL	MIAMFLFL	Miami-Ft Lauderdale	MFH
FL	MIAMFLGR	Miami-Ft Lauderdale	MFH
FL	MIAMFLHL	Miami-Ft Lauderdale	MFH
FL	MIAMFLIC	Miami-Ft Lauderdale	MFH
FL	MIAMFLKE	Miami-Ft Lauderdale	MFH
FL	MIAMFLLD	Miami-Ft Lauderdale	MFH
FL	MIAMFLME	Miami-Ft Lauderdale	MFH
FL	MIAMFLNM	Miami-Ft Lauderdale	MFH
FL	MIAMFLNS	Miami-Ft Lauderdale	MFH
FL	MIAMFLOL	Miami-Ft Lauderdale	MFH
FL	MIAMFLPB	Miami-Ft Lauderdale	MFH
FL	MIAMFLPL	Miami-Ft Lauderdale	MFH
FL	MIAMFLQX	Miami-Ft Lauderdale	MFH
FL	MIAMFLRR	Miami-Ft Lauderdale	MFH
FL	MIAMFLSB	Miami-Ft Lauderdale	MFH
FL	MIAMFLSH	Miami-Ft Lauderdale	MFH
FL	MIAMFLSO	Miami-Ft Lauderdale	MFH
FL	MIAMFLUJ	Miami-Ft Lauderdale	MFH
FL	MIAMFLWD	Miami-Ft Lauderdale	MFH

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	MIAMFLWM	Miami-Ft Lauderdale	MFH
FL	MIAMFLYJ	Miami-Ft Lauderdale	MFH
FL	MIANFLEC	Miami-Ft Lauderdale	MFH
FL	MIANFLPV	Miami-Ft Lauderdale	MFH
FL	MIANFLWK	Miami-Ft Lauderdale	MFH
FL	MIAPFLYO	Miami-Ft Lauderdale	MFH
FL	MIAQFL60	Miami-Ft Lauderdale	MFH
FL	MIATFLAD	Miami-Ft Lauderdale	MFH
FL	NDADFLAC	Miami-Ft Lauderdale	MFH
FL	NDADFLBR	Miami-Ft Lauderdale	MFH
FL	NDADFLGG	Miami-Ft Lauderdale	MFH
FL	NDADFLLOL	Miami-Ft Lauderdale	MFH
FL	NIANFLPV	Miami-Ft Lauderdale	MFH
FL	OJUSFLTL	Miami-Ft Lauderdale	MFH
FL	PMBHFLCS	Miami-Ft Lauderdale	MFH
FL	PMBHFLDR	Miami-Ft Lauderdale	MFH
FL	PMBHFLED	Miami-Ft Lauderdale	MFH
FL	PMBHFLFE	Miami-Ft Lauderdale	MFH
FL	PMBHFLMA	Miami-Ft Lauderdale	MFH
FL	PMBHFLNP	Miami-Ft Lauderdale	MFH
FL	PMBHFLTA	Miami-Ft Lauderdale	MFH
FL	PRRNFLMA	Miami-Ft Lauderdale	MFH

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
FL	EORNFLMA	Orlando	ORL	
FL	GENVFLMA	Orlando	ORL	
FL	LKMRFLMA	Orlando	ORL	
FL	LKMRFLMF	Orlando	ORL	(N)
FL	LKMRFL01	Orlando	ORL	(N)
FL	ORLDFL1F	Orlando	ORL	
FL	ORLDFL60	Orlando	ORL	
FL	ORLDFLAP	Orlando	ORL	(N)
FL	ORLDFLCD	Orlando	ORL	
FL	ORLDFLCL	Orlando	ORL	
FL	ORLDFLMA	Orlando	ORL	
FL	ORLDFLMB	Orlando	ORL	
FL	ORLDFLMO	Orlando	ORL	
FL	ORLDFLMT	Orlando	ORL	
FL	ORLDFLOV	Orlando	ORL	
FL	ORLDFLPC	Orlando	ORL	
FL	ORLDFLPH	Orlando	ORL	
FL	ORLDFLSA	Orlando	ORL	
FL	ORLDFLSO	Orlando	ORL	
FL	ORLDFLZZ	Orlando	ORL	
FL	ORLEFLFE	Orlando	ORL	
FL	ORLEFLGV	Orlando	ORL	
FL	ORLPFLAP	Orlando	ORL	
FL	OVIDFLCA	Orlando	ORL	

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	CNTMFLLE	Pensacola	PSC
FL	GLBRFLMC	Pensacola	PSC
FL	HLNVFLMA	Pensacola	PSC
FL	JAY FLMA	Pensacola	PSC
FL	JAYAFLMA	Pensacola	PSC
FL	MLTNFLAL	Pensacola	PSC
FL	MLTNFLRA	Pensacola	PSC
FL	MNSNFLMA	Pensacola	PSC
FL	PACEFLPV	Pensacola	PSC
FL	PNSCFLBL	Pensacola	PSC
FL	PNSCFLDA	Pensacola	PSC
FL	PNSCFLFN	Pensacola	PSC
FL	PNSCFLFP	Pensacola	PSC
FL	PNSCFLHC	Pensacola	PSC
FL	PNSCFLLN	Pensacola	PSC
FL	PNSCFLOH	Pensacola	PSC
FL	PNSCFLPB	Pensacola	PSC
FL	PNSCFLWA	Pensacola	PSC
FL	PNSCFLWT	Pensacola	PSC

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ISSUED: JANUARY 22, 2001

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EFFECTIVE: JANUARY 23, 2001

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	BCRTFLBB	West Palm Beach	WPB
FL	BCRTFLBT	West Palm Beach	WPB
FL	BCRTFLDD	West Palm Beach	WPB
FL	BCRTFLMA	West Palm Beach	WPB
FL	BCRTFLSA	West Palm Beach	WPB
FL	BLGLFLMA	West Palm Beach	WPB
FL	BYBHFLMA	West Palm Beach	WPB
FL	CCBHFLAF	West Palm Beach	WPB
FL	CCBHFLMA	West Palm Beach	WPB
FL	DLBHFLKP	West Palm Beach	WPB
FL	DLBHFLMA	West Palm Beach	WPB
FL	JPTRFLMA	West Palm Beach	WPB
FL	PAHKFLMA	West Palm Beach	WPB
FL	WPBHFL58	West Palm Beach	WPB
FL	WPBHFLAN	West Palm Beach	WPB
FL	WPBHFLGA	West Palm Beach	WPB
FL	WPBHFLGR	West Palm Beach	WPB
FL	WPBHFLHH	West Palm Beach	WPB
FL	WPBHFLLE	West Palm Beach	WPB
FL	WPBHFLRB	West Palm Beach	WPB
FL	WPBHFLRP	West Palm Beach	WPB
FL	WPBHFLTC	West Palm Beach	WPB

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
GA	ACWOGAMA	Atlanta	ATL
GA	ALPRGAHE	Atlanta	ATL
GA	ALPRGAMA	Atlanta	ATL
GA	ALTNGACS	Atlanta	ATL
GA	ASTLGAMA	Atlanta	ATL
GA	ATLAGADD	Atlanta	ATL
GA	ATLAGAKH	Atlanta	ATL
GA	ATLAGAPR	Atlanta	ATL
GA	ATLAGAQO	Atlanta	ATL
GA	ATLAGAZE	Atlanta	ATL
GA	ATLBGABU	Atlanta	ATL
GA	ATLBGACL	Atlanta	ATL
GA	ATLNGAAD	Atlanta	ATL
GA	ATLNGAB7	Atlanta	ATL
GA	ATLNGABH	Atlanta	ATL
GA	ATLNGABU	Atlanta	ATL
GA	ATLNGACA	Atlanta	ATL
GA	ATLNGACD	Atlanta	ATL
GA	ATLNGACH	Atlanta	ATL
GA	ATLNGACS	Atlanta	ATL
GA	ATLNGADK	Atlanta	ATL
GA	ATLNGADL	Atlanta	ATL
GA	ATLNGADZ	Atlanta	ATL
GA	ATLNGAEB	Atlanta	ATL
GA	ATLNGAEL	Atlanta	ATL
GA	ATLNGAEP	Atlanta	ATL
GA	ATLNGAFP	Atlanta	ATL
GA	ATLNGAGA	Atlanta	ATL
GA	ATLNGAGC	Atlanta	ATL
GA	ATLNGAGR	Atlanta	ATL
GA	ATLNGAGX	Atlanta	ATL
GA	ATLNGAHP	Atlanta	ATL
GA	ATLNGAHR	Atlanta	ATL
GA	ATLNGAHY	Atlanta	ATL
GA	ATLNGAIA	Atlanta	ATL
GA	ATLNGAIC	Atlanta	ATL

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State	Wire Center CLLI	MSA Name	MSA Code	
GA	ATLNGALA	Atlanta	ATL	
GA	ATLNGALH	Atlanta	ATL	
GA	ATLNGAMA	Atlanta	ATL	
GA	ATLNGAMQ	Atlanta	ATL	
GA	ATLNGANW	Atlanta	ATL	
GA	ATLNGAPF	Atlanta	ATL	
GA	ATLNGAPK	Atlanta	ATL	
GA	ATLNGAPP	Atlanta	ATL	
GA	ATLNGAPX	Atlanta	ATL	
GA	ATLNGAQS	Atlanta	ATL	
GA	ATLNGARM	Atlanta	ATL	
GA	ATLNGASS	Atlanta	ATL	
GA	ATLNGATH	Atlanta	ATL	
GA	ATLNGATL	Atlanta	ATL	
GA	ATLNGAWD	Atlanta	ATL	
GA	ATLNGAWE	Atlanta	ATL	
GA	ATLNGAWO	Atlanta	ATL	
GA	BUFRGABH	Atlanta	ATL	
GA	CHMBGAMA	Atlanta	ATL	
GA	CLTHGAHS	Atlanta	ATL	
GA	CMNGGAMA	Atlanta	ATL	
GA	CNYRGAMA	Atlanta	ATL	
GA	CVTNGAMT	Atlanta	ATL	
GA	DGVLGAIA	Atlanta	ATL	
GA	DGVLGAMA	Atlanta	ATL	
GA	DLLSGAES	Atlanta	ATL	
GA	DLTHGAGQ	Atlanta	ATL	(N)
GA	DLTHGAHS	Atlanta	ATL	
GA	DLTHGAXC	Atlanta	ATL	(N)
GA	DLTNGAHS	Atlanta	ATL	
GA	DNWDGAMA	Atlanta	ATL	
GA	DNWDGAMC	Atlanta	ATL	
GA	ESPNGAAT	Atlanta	ATL	(N)
GA	FRBNGAEB	Atlanta	ATL	
GA	FTPRGAMA	Atlanta	ATL	(N)
GA	FYVLGASG	Atlanta	ATL	
GA	HMPNGAJW	Atlanta	ATL	
GA	JCSNGAMA	Atlanta	ATL	
GA	JNBOGAMA	Atlanta	ATL	
GA	LGVLGACS	Atlanta	ATL	

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State	Wire Center CLLI	MSA Name	MSA Code	
GA	LLBNGAMA	Atlanta	ATL	
GA	LRVLGAOS	Atlanta	ATL	
GA	LRVLGATL	Atlanta	ATL	(N)
GA	LTHNGAJS	Atlanta	ATL	
GA	MCDNGAGS	Atlanta	ATL	
GA	MNTIGAMA	Atlanta	ATL	
GA	MRRWGAMA	Atlanta	ATL	
GA	MRTTGAEA	Atlanta	ATL	
GA	MRTTGAFS	Atlanta	ATL	
GA	MRTTGAMA	Atlanta	ATL	
GA	MRTTGAPR	Atlanta	ATL	(N)
GA	NRCRGAHK	Atlanta	ATL	
GA	NRCRGAIS	Atlanta	ATL	
GA	NRCRGAMA	Atlanta	ATL	
GA	NRCRGAQD	Atlanta	ATL	
GA	NRCRGATL	Atlanta	ATL	
GA	PANLGAMA	Atlanta	ATL	
GA	PLMTGAMA	Atlanta	ATL	
GA	PTCYGAMA	Atlanta	ATL	
GA	PWSPGAAS	Atlanta	ATL	
GA	RSWLGADI	Atlanta	ATL	
GA	RSWLGAMA	Atlanta	ATL	
GA	RVDLGAMA	Atlanta	ATL	
GA	SCCRGAMA	Atlanta	ATL	
GA	SMNTGALR	Atlanta	ATL	
GA	SMYRGACS	Atlanta	ATL	
GA	SMYRGADT	Atlanta	ATL	
GA	SMYRGAFE	Atlanta	ATL	
GA	SMYRGAGP	Atlanta	ATL	
GA	SMYRGAHR	Atlanta	ATL	
GA	SMYRGAMA	Atlanta	ATL	
GA	SMYRGAPF	Atlanta	ATL	
GA	SMYRGAPK	Atlanta	ATL	
GA	SNLVGAMA	Atlanta	ATL	
GA	SNMTGALR	Atlanta	ATL	
GA	SNSPGARR	Atlanta	ATL	
GA	STBRGANH	Atlanta	ATL	
GA	STLNGACS	Atlanta	ATL	
GA	SYMRGAPF	Atlanta	ATL	
GA	TUKRGADC	Atlanta	ATL	
GA	TUKRGAMA	Atlanta	ATL	
GA	VLRCGAES	Atlanta	ATL	
GA	WDSTGACR	Atlanta	ATL	

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
KY	LGRNKYES	Louisville	LSV	(M)
KY	LSFLKYAP	Louisville	LSV	(M)
KY	LSVLKY0A	Louisville	LSV	(M)
KY	LSVLKY18	Louisville	LSV	(M)
KY	LSVLKY26	Louisville	LSV	(M)
KY	LSVLKY27	Louisville	LSV	(N)
KY	LSVLKY29	Louisville	LSV	(M)
KY	LSVLKY44	Louisville	LSV	(M)
KY	LSVLKYAN	Louisville	LSV	(M)
KY	LSVLKYAP	Louisville	LSV	(M)
KY	LSVLKYBE	Louisville	LSV	(M)
KY	LSVLKYBR	Louisville	LSV	(M)
KY	LSVLKYCS	Louisville	LSV	(M)
KY	LSVLKYCW	Louisville	LSV	(M)
KY	LSVLKYFC	Louisville	LSV	(M)
KY	LSVLKYHA	Louisville	LSV	(M)
KY	LSVLKYJT	Louisville	LSV	(M)
KY	LSVLKYOA	Louisville	LSV	(M)
KY	LSVLKYSH	Louisville	LSV	(M)
KY	LSVLKYSL	Louisville	LSV	(M)
KY	LSVLKYSM	Louisville	LSV	(M)
KY	LSVLKYTS	Louisville	LSV	(M)
KY	LSVLKYVS	Louisville	LSV	(M)
KY	LSVLKYWE	Louisville	LSV	(M)
KY	LSVLKYZL	Louisville	LSV	(M)
KY	WSPNKYMA	Louisville	LSV	(M)
KY	ENSRKYMA	Owensboro	OSB	(N)
KY	HABTKYMA	Owensboro	OSB	(N)
KY	MACEKYMA	Owensboro	OSB	(N)
KY	OWBOKY22	Owensboro	OSB	(N)
KY	OWBOKY33	Owensboro	OSB	(N)
KY	OWBOKYMA	Owensboro	OSB	(N)
KY	PNTHKYMA	Owensboro	OSB	(N)
KY	SRGHKYMA	Owensboro	OSB	(N)
KY	STNLKYMA	Owensboro	OSB	(N)
KY	UTICKYMA	Owensboro	OSB	(N)
KY	WLVLYMA	Owensboro	OSB	(N)

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ACCESS SERVICE
24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	ALBYLAMA	Baton Rouge	BTR
LA	BRTGLA18	Baton Rouge	BTR
LA	BRTGLAGW	Baton Rouge	BTR
LA	BTRGLA04	Baton Rouge	BTR
LA	BTRGLA12	Baton Rouge	BTR
LA	BTRGLA17	Baton Rouge	BTR
LA	BTRGLA18	Baton Rouge	BTR
LA	BTRGLA19	Baton Rouge	BTR
LA	BTRGLA23	Baton Rouge	BTR
LA	BTRGLABK	Baton Rouge	BTR
LA	BTRGLABS	Baton Rouge	BTR
LA	BTRGLAGW	Baton Rouge	BTR
LA	BTRGLAHR	Baton Rouge	BTR
LA	BTRGLAIS	Baton Rouge	BTR
LA	BTRGLAMA	Baton Rouge	BTR
LA	BTRGLAOH	Baton Rouge	BTR
LA	BTRGLASB	Baton Rouge	BTR
LA	BTRGLASW	Baton Rouge	BTR
LA	BTRGLAWG	Baton Rouge	BTR
LA	BTRGLAWN	Baton Rouge	BTR
LA	DNSPLAMA	Baton Rouge	BTR
LA	DNVLLAMA	Baton Rouge	BTR
LA	LVTNLAMA	Baton Rouge	BTR
LA	SPFDLAMA	Baton Rouge	BTR
LA	ZCHRLAMA	Baton Rouge	BTR

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	BRSSLAMA	Lafayette	LAF
LA	CRNCLAMA	Lafayette	LAF
LA	DUSNLAMA	Lafayette	LAF
LA	LFYTLA17	Lafayette	LAF
LA	LFYTLAAT	Lafayette	LAF
LA	LFYTLACL	Lafayette	LAF
LA	LFYTLAMA	Lafayette	LAF
LA	LFYTLAVM	Lafayette	LAF
LA	OPLSLATL	Lafayette	LAF
LA	SCTTLAAF	Lafayette	LAF
LA	SMVLLAMA	Lafayette	LAF
LA	YNVLLAMA	Lafayette	LAF

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	LKCHLA09	Lake Charles	LCL
LA	LKCHLADT	Lake Charles	LCL
LA	LKCHLAMB	Lake Charles	LCL
LA	LKCHLAMW	Lake Charles	LCL
LA	LKCHLAUN	Lake Charles	LCL
LA	LKCHLAWN	Lake Charles	LCL
LA	SLPHLAMA	Lake Charles	LCL
LA	VNTNLAMA	Lake Charles	LCL
LA	CLHNLAMA	Monroe	MNR
LA	MONRLA11	Monroe	MNR
LA	MONRLADS	Monroe	MNR
LA	MONRLAMA	Monroe	MNR
LA	MONRLAWM	Monroe	MNR
LA	STTNLAMA	Monroe	MNR
LA	BLNCLAMA	Shreveport	SHV
LA	BNTNLAMA	Shreveport	SHV
LA	DYLNLA	Shreveport	SHV
LA	GNWDLAMA	Shreveport	SHV
LA	HGTNLAKN	Shreveport	SHV
LA	HGTNLAMA	Shreveport	SHV
LA	KTVLLAMA	Shreveport	SHV
LA	MINDLAMA	Shreveport	SHV
LA	OLCYLAMA	Shreveport	SHV
LA	SHPTLA12	Shreveport	SHV
LA	SHPTLABS	Shreveport	SHV
LA	SHPTLACL	Shreveport	SHV
LA	SHPTLAHD	Shreveport	SHV
LA	SHPTLAMA	Shreveport	SHV
LA	SHPTLAMB	Shreveport	SHV
LA	SHPTLAQB	Shreveport	SHV
LA	SHPTLASG	Shreveport	SHV
LA	SHPTLATL	Shreveport	SHV
LA	SHPTLAYO	Shreveport	SHV

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 24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
MS	BILXMS52	Biloxi	BXG
MS	BILXMSBB	Biloxi	BXG
MS	BILXMSDI	Biloxi	BXG
MS	BILXMSD	Biloxi	BXG
MS	BILXMSMA	Biloxi	BXG
MS	BSLSMSMA	Biloxi	BXG
MS	GLPTMS02	Biloxi	BXG
MS	GLPTMS54	Biloxi	BXG
MS	GLPTMS55	Biloxi	BXG
MS	GLPTMSAT	Biloxi	BXG
MS	GLPTMSCC	Biloxi	BXG
MS	GLPTMSLY	Biloxi	BXG
MS	GLPTMSTS	Biloxi	BXG
MS	MSTFMSCU	Biloxi	BXG
MS	PLTNMSMA	Biloxi	BXG
MS	PSCHMSLT	Biloxi	BXG
MS	PSCHMSMA	Biloxi	BXG
MS	SRISMSMA	Biloxi	BXG
MS	WGNSMSMA	Biloxi	BXG
MS	BOTNMSMA	Jackson	JSN
MS	BRNDMSES	Jackson	JSN
MS	CNTNMSMA	Jackson	JSN
MS	EDWRMSDS	Jackson	JSN
MS	FLORMSMA	Jackson	JSN
MS	JCSNMS58	Jackson	JSN
MS	JCSNMS60	Jackson	JSN
MS	JCSNMS61	Jackson	JSN
MS	JCSNMSBL	Jackson	JSN
MS	JCSNMSCB	Jackson	JSN
MS	JCSNMSCP	Jackson	JSN
MS	JCSNMSIT	Jackson	JSN
MS	JCSNMSLB	Jackson	JSN
MS	JCSNMSMB	Jackson	JSN
MS	JCSNMSNR	Jackson	JSN
MS	JCSNMSPC	Jackson	JSN
MS	JCSNMSPS	Jackson	JSN
MS	JCSNMSQB	Jackson	JSN
MS	JCSNMSRW	Jackson	JSN
MS	JSCNMSCP	Jackson	JSN
MS	MDSNMSES	Jackson	JSN
MS	PCKNMSMA	Jackson	JSN
MS	PLHTMSMA	Jackson	JSN
MS	RYMNMSDS	Jackson	JSN
MS	TRRYMSMA	Jackson	JSN
MS	UTICMSDS	Jackson	JSN

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
NC	BLMTNCCE	Charlotte	CLG
NC	BSCYNMA	Charlotte	CLG
NC	CHLRNCCA	Charlotte	CLG
NC	CHPLNCRO	Charlotte	CLG
NC	CHRLNC33	Charlotte	CLG
NC	CHRLNCAA	Charlotte	CLG
NC	CHRLNCBO	Charlotte	CLG
NC	CHRLNCCA	Charlotte	CLG
NC	CHRLNCCE	Charlotte	CLG
NC	CHRLNCCR	Charlotte	CLG
NC	CHRLNCDE	Charlotte	CLG
NC	CHRLNCER	Charlotte	CLG
NC	CHRLNCLP	Charlotte	CLG
NC	CHRLNCMI	Charlotte	CLG
NC	CHRLNCMU	Charlotte	CLG
NC	CHRLNCOD	Charlotte	CLG
NC	CHRLNCRE	Charlotte	CLG
NC	CHRLNCRL	Charlotte	CLG
NC	CHRLNCRU	Charlotte	CLG
NC	CHRLNCSH	Charlotte	CLG
NC	CHRLNCTA	Charlotte	CLG
NC	CHRLNCTE	Charlotte	CLG
NC	CHRLNCTH	Charlotte	CLG
NC	CHRLNCTM	Charlotte	CLG
NC	CHRLNCUN	Charlotte	CLG
NC	CHRMNC71	Charlotte	CLG
NC	CHRMNC72	Charlotte	CLG
NC	CHRMNCLQ	Charlotte	CLG
NC	CHRXNCLH	Charlotte	CLG
NC	CHRXNCRX	Charlotte	CLG
NC	DVSNNCPO	Charlotte	CLG
NC	GSTANCDA	Charlotte	CLG
NC	GSTANCSD	Charlotte	CLG
NC	HSVLCNCE	Charlotte	CLG
NC	LWLLNCMA	Charlotte	CLG
NC	MTHLNCMA	Charlotte	CLG
NC	STNLNCCE	Charlotte	CLG

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 24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
NC	GNBONCAP	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCAS	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCBB	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCCK	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCE4	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCEU	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCFD	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCHO*	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCHO**	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCLA	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCMC	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCPG	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCPH	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCVD	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCWS	Greensboro-Winston Salem-High Pt	GWS
NC	GNBPNC21	Greensboro-Winston Salem-High Pt	GWS
NC	GNBPNC21	Greensboro-Winston Salem-High Pt	GWS
NC	JULNNCMA	Greensboro-Winston Salem-High Pt	GWS
NC	MNTINCMA	Greensboro-Winston Salem-High Pt	GWS
NC	SRFDNCCE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNC02	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCAR	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCBS	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCCL	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCCE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCFI	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCGL	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCLE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCNM	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCVI	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWA	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWH	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWP	Greensboro-Winston Salem-High Pt	GWS
NC	WNXLNCFI	Greensboro-Winston Salem-High Pt	GWS

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* The last character of the Wire Center CLLI is an alpha 0.

** The last character of the Wire Center CLLI is an numeric 0.

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
SC	BTBGSCMA	Columbia	CLS
SC	CHAPSCCL	Columbia	CLS
SC	CLMASCAR	Columbia	CLS
SC	CLMASCBQ	Columbia	CLS
SC	CLMASCCH	Columbia	CLS
SC	CLMASCDF	Columbia	CLS
SC	CLMASCEA	Columbia	CLS
SC	CLMAS CJX	Columbia	CLS
SC	CLMASCLN	Columbia	CLS
SC	CLMASCM I	Columbia	CLS
SC	CLMASCMG	Columbia	CLS
SC	CLMASCPA	Columbia	CLS
SC	CLMASCSA	Columbia	CLS
SC	CLMAS CSC	Columbia	CLS
SC	CLMASCSH	Columbia	CLS
SC	CLMASCSN	Columbia	CLS
SC	CLMASCSU	Columbia	CLS
SC	CLMASCSW	Columbia	CLS
SC	CLMASCTE	Columbia	CLS
SC	CLMASCTL	Columbia	CLS
SC	CLMASCTS	Columbia	CLS
SC	CLMBSC32	Columbia	CLS
SC	EOVRSCMA	Columbia	CLS
SC	IRMOSCAP	Columbia	CLS
SC	WCLMSCMA	Columbia	CLS

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	CHTGTN09	Chattanooga	CTN
TN	CHTGTN12	Chattanooga	CTN
TN	CHTGTNBR	Chattanooga	CTN
TN	CHTGTNDT	Chattanooga	CTN
TN	CHTGTNGZ	Chattanooga	CTN
TN	CHTGTNHT	Chattanooga	CTN
TN	CHTGTNMA	Chattanooga	CTN
TN	CHTGTNMV	Chattanooga	CTN
TN	CHTGTNNS	Chattanooga	CTN
TN	CHTGTNRB	Chattanooga	CTN
TN	CHTGTNRO	Chattanooga	CTN
TN	CHTGTNSE	Chattanooga	CTN
TN	CHTGTNSM	Chattanooga	CTN
TN	JSPRTNMT	Chattanooga	CTN
TN	SDDSTNMA	Chattanooga	CTN
TN	SPBGTNMA	Chattanooga	CTN
TN	WHWLTNMA	Chattanooga	CTN
TN	CLTNTNMA	Knoxville	KNV
TN	FIVLTNMA	Knoxville	KNV
TN	GRNBTNMA	Knoxville	KNV
TN	KNVLTN01	Knoxville	KNV
TN	KNVLTN02	Knoxville	KNV
TN	KNVLTN11	Knoxville	KNV
TN	KNVLTNBE	Knoxville	KNV
TN	KNVLTNBH	Knoxville	KNV
TN	KNVLTNFC	Knoxville	KNV
TN	KNVLTNII	Knoxville	KNV
TN	KNVLTNMA	Knoxville	KNV
TN	KNVLTNNA	Knoxville	KNV
TN	KNVLTNPF	Knoxville	KNV
TN	KNVLTNWH	Knoxville	KNV
TN	KNVLTNYH	Knoxville	KNV
TN	KNVMTNOY	Knoxville	KNV
TN	LKCYTNMA	Knoxville	KNV
TN	MAVLTNMA	Knoxville	KNV
TN	MYVLTNMA	Knoxville	KNV
TN	NRRSTNMA	Knoxville	KNV
TN	OKRGTNMT	Knoxville	KNV
TN	TWNSTNMA	Knoxville	KNV

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 24 – BellSouth Wire Center Information

24.2.1 MSAs with Full Service Relief (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	ARTNTNMT	Memphis	MEM
TN	CHTHTNDN	Memphis	MEM
TN	CVTNTNMT	Memphis	MEM
TN	GTWSTNSW	Memphis	MEM
TN	HRNNMSDS	Memphis	MEM
TN	MMPHTN02	Memphis	MEM
TN	MMPHTN20	Memphis	MEM
TN	MMPHTN32	Memphis	MEM
TN	MMPHTNBA	Memphis	MEM
TN	MMPHTNCK	Memphis	MEM
TN	MMPHTNCT	Memphis	MEM
TN	MMPHTNEL	Memphis	MEM
TN	MMPHTNFR	Memphis	MEM
TN	MMPHTNGT	Memphis	MEM
TN	MMPHTNHP	Memphis	MEM
TN	MMPHTNMA	Memphis	MEM
TN	MMPHTNMT	Memphis	MEM
TN	MMPHTNOA	Memphis	MEM
TN	MMPHTNSL	Memphis	MEM
TN	MMPHTNST	Memphis	MEM
TN	MMPHTNSZ	Memphis	MEM
TN	MMPHTNWW	Memphis	MEM
TN	MMPJTJNJ	Memphis	MEM
TN	MMPJTNSG	Memphis	MEM
TN	SOHNMSDC	Memphis	MEM
TN	ACHLTNMT	Nashville-Davidson	NDT
TN	ASCYTNMA	Nashville-Davidson	NDT
TN	CHRLTNMT	Nashville-Davidson	NDT
TN	CRPLTNMA	Nashville-Davidson	NDT
TN	DKSNTNMT	Nashville-Davidson	NDT
TN	EAVLTNMA	Nashville-Davidson	NDT
TN	FKLNTNCC	Nashville-Davidson	NDT
TN	FKLNTNMA	Nashville-Davidson	NDT
TN	FRVWTNMT	Nashville-Davidson	NDT
TN	GALLTNMA	Nashville-Davidson	NDT
TN	GDVLTNMA	Nashville-Davidson	NDT
TN	GNBRTNMA	Nashville-Davidson	NDT

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	HDVLTNMA	Nashville-Davidson	NDT
TN	LBNNTNMA	Nashville-Davidson	NDT
TN	MRBOTNMA	Nashville-Davidson	NDT
TN	NSVLTN02	Nashville-Davidson	NDT
TN	NSVLTN08	Nashville-Davidson	NDT
TN	NSVLTN18	Nashville-Davidson	NDT
TN	NSVLTN32	Nashville-Davidson	NDT
TN	NSVLTN48	Nashville-Davidson	NDT
TN	NSVLTNAA	Nashville-Davidson	NDT
TN	NSVLTNAP	Nashville-Davidson	NDT
TN	NSVLTNBH	Nashville-Davidson	NDT
TN	NSVLTNBV	Nashville-Davidson	NDT
TN	NSVLTNBW	Nashville-Davidson	NDT
TN	NSVLTNCD	Nashville-Davidson	NDT
TN	NSVLTNCH	Nashville-Davidson	NDT
TN	NSVLTNDO	Nashville-Davidson	NDT
TN	NSVLTNDB	Nashville-Davidson	NDT
TN	NSVLTNDO	Nashville-Davidson	NDT
TN	NSVLTNHH	Nashville-Davidson	NDT
TN	NSVLTNIN	Nashville-Davidson	NDT
TN	NSVLTNMA	Nashville-Davidson	NDT
TN	NSVLTNMC	Nashville-Davidson	NDT
TN	NSVLTNMT	Nashville-Davidson	NDT
TN	NSVLTNST	Nashville-Davidson	NDT
TN	NSVLTNUN	Nashville-Davidson	NDT
TN	NSVLTNWC	Nashville-Davidson	NDT
TN	NSVLTNWH	Nashville-Davidson	NDT
TN	NSVLTNWM	Nashville-Davidson	NDT
TN	NSVMTN03	Nashville-Davidson	NDT
TN	NSVMTN30	Nashville-Davidson	NDT
TN	NSVMTNDB	Nashville-Davidson	NDT
TN	OLHCTNMA	Nashville-Davidson	NDT
TN	PSVWTNMT	Nashville-Davidson	NDT
TN	PTLDTNMA	Nashville-Davidson	NDT
TN	SMYRTNMA	Nashville-Davidson	NDT
TN	SPFDTNMA	Nashville-Davidson	NDT
TN	TRINTNMA	Nashville-Davidson	NDT
TN	VNLRTNMA	Nashville-Davidson	NDT
TN	WHBLTNMT	Nashville-Davidson	NDT
TN	WHHSTNMA	Nashville-Davidson	NDT
TN	WTTWTNMA	Nashville-Davidson	NDT

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 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: DECEMBER 3, 2002

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EFFECTIVE: DECEMBER 4, 2002

ACCESS SERVICE
 24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's

The following MSAs and associated wire centers are available for Limited Service Relief. Limited Service Relief MSAs are those MSAs in which the Company has qualified for Phase II pricing flexibility for all elements of service except local channels (channel terminations) between a LEC end office and a customer (end user) premises.

State	Wire Center CLLI	MSA Name	MSA Code	
AL	ALBSALMA	Birmingham	BHM	
AL	BRHMAL06	Birmingham	BHM	
AL	BRHMAL13	Birmingham	BHM	
AL	BRHMAL16	Birmingham	BHM	
AL	BRHMALAR	Birmingham	BHM	
AL	BRHMALBC	Birmingham	BHM	
AL	BRHMALCH	Birmingham	BHM	
AL	BRHMALCP	Birmingham	BHM	
AL	BRHMALEL	Birmingham	BHM	
AL	BRHMALEN	Birmingham	BHM	
AL	BRHMALEW	Birmingham	BHM	
AL	BRHMALFC	Birmingham	BHM	(N)
AL	BRHMALFO	Birmingham	BHM	
AL	BRHMALFS	Birmingham	BHM	
AL	BRHMALHW	Birmingham	BHM	
AL	BRHMALML	Birmingham	BHM	
AL	BRHMALMT	Birmingham	BHM	
AL	BRHMALOM	Birmingham	BHM	
AL	BRHMALOX	Birmingham	BHM	
AL	BRHMALQA	Birmingham	BHM	
AL	BRHMALRC	Birmingham	BHM	
AL	BRHMALTA	Birmingham	BHM	
AL	BRHMALVA	Birmingham	BHM	
AL	BRHMALWD	Birmingham	BHM	(N)
AL	BRHMALWE	Birmingham	BHM	
AL	BRHMALWL	Birmingham	BHM	
AL	BRHMALYN	Birmingham	BHM	
AL	BSMRALBP	Birmingham	BHM	
AL	BSMRALHT	Birmingham	BHM	
AL	BSMRALMA	Birmingham	BHM	
AL	CALRALMA	Birmingham	BHM	
AL	CHLSALMA	Birmingham	BHM	
AL	CLMBALMA	Birmingham	BHM	
AL	CRDVALMA	Birmingham	BHM	
AL	CRHLALNM	Birmingham	BHM	

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
AL	DORAALMA	Birmingham	BHM
AL	GRDLALNM	Birmingham	BHM
AL	GYVLALNM	Birmingham	BHM
AL	JSPRALMT	Birmingham	BHM
AL	MNTVALNM	Birmingham	BHM
AL	PNSNALMA	Birmingham	BHM
AL	PRSHALNM	Birmingham	BHM
AL	VNCNALMA	Birmingham	BHM
AL	ALVLALMA	Huntsville	HVL
AL	ATHNALER	Huntsville	HVL
AL	ATHNALMA	Huntsville	HVL
AL	BOAZALMA	Huntsville	HVL
AL	GTVLALNM	Huntsville	HVL
AL	HNVIAL03	Huntsville	HVL
AL	HNVIAL15	Huntsville	HVL
AL	HNVIAL18	Huntsville	HVL
AL	HNVIAL96	Huntsville	HVL
AL	HNVIALDY	Huntsville	HVL
AL	HNVIALLLW	Huntsville	HVL
AL	HNVIALMT	Huntsville	HVL
AL	HNVIALPW	Huntsville	HVL
AL	HNVIALRA	Huntsville	HVL
AL	HNVIALRW	Huntsville	HVL
AL	HNVIALUN	Huntsville	HVL
AL	HZGRALMA	Huntsville	HVL
AL	MDSNALNM	Huntsville	HVL
AL	MDSNALOM	Huntsville	HVL

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ISSUED: JANUARY 22, 2001

TARIFF F.C.C. NO. 1
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EFFECTIVE: JANUARY 23, 2001

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
AL	BLFNALMA	Mobile	MOB
AL	BYMNALMA	Mobile	MOB
AL	CTRNALNM	Mobile	MOB
AL	FRHPALMA	Mobile	MOB
AL	MOBLAL02	Mobile	MOB
AL	MOBLAL07	Mobile	MOB
AL	MOBLAL10	Mobile	MOB
AL	MOBLAL12	Mobile	MOB
AL	MOBLALAP	Mobile	MOB
AL	MOBLALAZ	Mobile	MOB
AL	MOBLALBF	Mobile	MOB
AL	MOBLALMT	Mobile	MOB
AL	MOBLALOS	Mobile	MOB
AL	MOBLALPR	Mobile	MOB
AL	MOBLALSA	Mobile	MOB
AL	MOBLALSE	Mobile	MOB
AL	MOBLALSF	Mobile	MOB
AL	MOBLALSH	Mobile	MOB
AL	MOBLALSK	Mobile	MOB
AL	MOBLALTH	Mobile	MOB
AL	MTVRALMA	Mobile	MOB

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 ISSUED: DECEMBER 3, 2002

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 24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	LYHNFLOH	Panama City	PNC
FL	PCBHFLNT	Panama City	PNC
FL	PNCYFLCA	Panama City	PNC
FL	PNCYFLDA	Panama City	PNC
FL	PNCYFLDQ	Panama City	PNC
FL	PNCYFLJL	Panama City	PNC
FL	PNCYFLMA	Panama City	PNC
FL	YNFNFLMA	Panama City	PNC
GA	AGSTGAU	Augusta	AUG
GA	AGSTGABB	Augusta	AUG
GA	AGSTGABM	Augusta	AUG
GA	AGSTGADL	Augusta	AUG
GA	AGSTGAEF	Augusta	AUG
GA	AGSTGAFL	Augusta	AUG
GA	AGSTGAGH	Augusta	AUG
GA	AGSTGAMT	Augusta	AUG
GA	AGSTGATH	Augusta	AUG
GA	AIKNSCMA	Augusta	AUG
GA	APNGGAES	Augusta	AUG
GA	BATHSCMA	Augusta	AUG
GA	BHISSCMA	Augusta	AUG
GA	GIVLSCMA	Augusta	AUG
GA	HPHZGAES	Augusta	AUG
GA	HRLMGAMA	Augusta	AUG
GA	NWELSCMA	Augusta	AUG
GA	THSNGAMA	Augusta	AUG

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ISSUED: DECEMBER 3, 2002

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EFFECTIVE: DECEMBER 4, 2002

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24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
KY	GRTWKYMA	Lexington-Fayette	LFK
KY	LXTNKY01	Lexington-Fayette	LFK
KY	LXTNKY02	Lexington-Fayette	LFK
KY	LXTNKY24	Lexington-Fayette	LFK
KY	LXTNKY36	Lexington-Fayette	LFK
KY	LXTNKYPP	Lexington-Fayette	LFK
KY	LXTNKYUK	Lexington-Fayette	LFK
KY	LXTOKYLE	Lexington-Fayette	LFK
KY	MLBGKYMA	Lexington-Fayette	LFK
KY	PARSKYMA	Lexington-Fayette	LFK
KY	SDVLKYMA	Lexington-Fayette	LFK
KY	STGRKYMA	Lexington-Fayette	LFK
KY	WNCHKYAT	Lexington-Fayette	LFK
KY	WNCHKYMA	Lexington-Fayette	LFK
KY	WNCHKYPV	Lexington-Fayette	LFK

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ISSUED: DECEMBER 3, 2002

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24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	BUSHLAMA	New Orleans	NOR
LA	CVTNLAMA	New Orleans	NOR
LA	DLCXLAMA	New Orleans	NOR
LA	FLSMLAMA	New Orleans	NOR
LA	KNNRLAHN	New Orleans	NOR
LA	LCMBLAMA	New Orleans	NOR
LA	LFTTLAMA	New Orleans	NOR
LA	LKCTLAMA	New Orleans	NOR
LA	MDVILAMA	New Orleans	NOR
LA	MNVLLAMA	New Orleans	NOR
LA	MTRELAAIL	New Orleans	NOR
LA	NWORLA05	New Orleans	NOR
LA	NWORLA19	New Orleans	NOR
LA	NWORLA23	New Orleans	NOR
LA	NWORLA40	New Orleans	NOR
LA	NWORLA81	New Orleans	NOR
LA	NWORLAAV	New Orleans	NOR
LA	NWORLABM	New Orleans	NOR
LA	NWORLACA	New Orleans	NOR
LA	NWORLACM	New Orleans	NOR
LA	NWORLAFR	New Orleans	NOR
LA	NWORLAIY	New Orleans	NOR
LA	NWORLALK	New Orleans	NOR
LA	NWORLAMA	New Orleans	NOR
LA	NWORLAMC	New Orleans	NOR
LA	NWORLAMO	New Orleans	NOR
LA	NWORLAMR	New Orleans	NOR
LA	NWORLAMT	New Orleans	NOR
LA	NWORLAMU	New Orleans	NOR
LA	NWORLARV	New Orleans	NOR
LA	NWORLASC	New Orleans	NOR
LA	NWORLASK	New Orleans	NOR
LA	NWORLASW	New Orleans	NOR
LA	PRRVLAMA	New Orleans	NOR
LA	SLIDLAMA	New Orleans	NOR
LA	YSCLLAMA	New Orleans	NOR

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 ISSUED: JULY 3, 2001

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 EFFECTIVE: JULY 4, 2001

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24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
NC	AHVLNCAT	Asheville	ASV	
NC	AHVLNCBI	Asheville	ASV	
NC	AHVLNCHA	Asheville	ASV	
NC	AHVLNCOH	Asheville	ASV	
NC	AHVLNCOT	Asheville	ASV	
NC	AHVLNCPS	Asheville	ASV	
NC	AHVLNCWF	Asheville	ASV	(N)
NC	ARDNNCCE	Asheville	ASV	
NC	BCMTNCCE	Asheville	ASV	
NC	ENKANCMA	Asheville	ASV	
NC	FRVWNCMA	Asheville	ASV	
NC	LCSRNCMA	Asheville	ASV	
NC	SWNNNCMA	Asheville	ASV	
SC	CHTNSCBE	Charleston	CNC	
SC	CHTNSCDP	Charleston	CNC	
SC	CHTNSCDT	Charleston	CNC	
SC	CHTNSCDX	Charleston	CNC	(N)
SC	CHTNSCJM	Charleston	CNC	
SC	CHTNSCJN	Charleston	CNC	
SC	CHTNSCLB	Charleston	CNC	
SC	CHTNSCNO	Charleston	CNC	
SC	CHTNSCPC	Charleston	CNC	(N)
SC	CHTNSCPS	Charleston	CNC	
SC	CHTNSCTS	Charleston	CNC	
SC	CHTNSCWA	Charleston	CNC	
SC	EDBHSCMA	Charleston	CNC	
SC	FLBHSCMA	Charleston	CNC	
SC	ISPLSCIS	Charleston	CNC	
SC	MNPLSCES	Charleston	CNC	
SC	NCHRSCCT	Charleston	CNC	(N)
SC	SBRKSCSK	Charleston	CNC	
SC	STGRSCMA	Charleston	CNC	
SC	SUVLSCMA	Charleston	CNC	

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ISSUED: DECEMBER 3, 2002

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EFFECTIVE: DECEMBER 4, 2002

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

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 ISSUED: DECEMBER 3, 2002

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EFFECTIVE: DECEMBER 4, 2002

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 24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
SC	BLRGSCMA	Greenville	GSS	
SC	CENTSCWS	Greenville	GSS	
SC	CLNSCMA	Greenville	GSS	
SC	ESLYSCMA	Greenville	GSS	
SC	FNINSCES	Greenville	GSS	
SC	FNVLSCMA	Greenville	GSS	
SC	GNVLSCAH	Greenville	GSS	
SC	GNVLSCBE	Greenville	GSS	
SC	GNVLSCBU	Greenville	GSS	
SC	GNVLSCCH	Greenville	GSS	
SC	GNVLSCCR	Greenville	GSS	
SC	GNVLSCDB	Greenville	GSS	
SC	GNVLSCDT	Greenville	GSS	
SC	GNVLSCHP	Greenville	GSS	
SC	GNVLSCIG	Greenville	GSS	(N)
SC	GNVLSCMC	Greenville	GSS	
SC	GNVLSCMZ	Greenville	GSS	
SC	GNVLSCSE	Greenville	GSS	
SC	GNVLSCTB	Greenville	GSS	
SC	GNVLSCTL	Greenville	GSS	
SC	GNVLSCWE	Greenville	GSS	
SC	GNVLSCWP	Greenville	GSS	
SC	GNVLSCWR	Greenville	GSS	
SC	GNVMSCOI	Greenville	GSS	(N)
SC	GRERSCMA	Greenville	GSS	
SC	LBRTSCMA	Greenville	GSS	
SC	LYMNSCES	Greenville	GSS	
SC	LYMNSCIP	Greenville	GSS	
SC	MRTTSCMA	Greenville	GSS	
SC	PCKNSCES	Greenville	GSS	
SC	PCLTSCES	Greenville	GSS	
SC	PDMTSCES	Greenville	GSS	
SC	SPBGSCBS	Greenville	GSS	
SC	SPBGSCCV	Greenville	GSS	
SC	SPBGSCHW	Greenville	GSS	
SC	SPBGSCMA	Greenville	GSS	
SC	SPBGSCWV	Greenville	GSS	
SC	SPGBSCMA	Greenville	GSS	
SC	SXMLSCMA	Greenville	GSS	
SC	TRRSSCMA	Greenville	GSS	

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ISSUED: DECEMBER 3, 2002

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EFFECTIVE: DECEMBER 4, 2002

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24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	BLSPKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	CLVLTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	CNHMTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	COTNKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	FRDNTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	GRACKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	HPVLKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	LFYTKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	OKGVKYES	Clarksville-Hopkinsville, TN/KY	CHV
TN	PLMYTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	PMBRKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	SANGTNMT	Clarksville-Hopkinsville, TN/KY	CHV

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ISSUED: MAY 17, 2002

TARIFF F.C.C. NO. 1
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EFFECTIVE: MAY 18, 2002

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24 – BellSouth Wire Center Information

24.3 BellSouth SWA Metropolitan Statistical Area Wire Centers

This section provides the Metropolitan Statistical Areas (MSAs) and associated wire centers in which the Company has received Phase I BellSouth SWA pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules. Section 6 of this Tariff governs the offering of BellSouth SWA services in these MSAs.

24.3.1 BellSouth SWA MSAs

BellSouth SWA MSAs are those MSAs in which the Company has qualified for Phase I switched access pricing flexibility for common line, traffic sensitive switched access services, and the traffic sensitive components of tandem switched transport services.

State	Wire Center CLLI	MSA Name	MSA Code
AL	HLVIALMA	Montgomery	MTA
AL	MTGMAL10	Montgomery	MTA
AL	MTGMAL11	Montgomery	MTA
AL	MTGMAL12	Montgomery	MTA
AL	MTGMAL13	Montgomery	MTA
AL	MTGMALBI	Montgomery	MTA
AL	MTGMALDA	Montgomery	MTA
AL	MTGMALGM	Montgomery	MTA
AL	MTGMALMB	Montgomery	MTA
AL	MTGMALMT	Montgomery	MTA
AL	MTGMALNO	Montgomery	MTA
AL	PRVLALMA	Montgomery	MTA
AL	WTMPALMA	Montgomery	MTA

EFFECTIVE: MAY 18, 2002

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	BLDWFLMA	Jacksonville	JSV
FL	FRBHFLFP	Jacksonville	JSV
FL	FTGRFLMA	Jacksonville	JSV
FL	GCSPFLCN	Jacksonville	JSV
FL	JCBHFLAB	Jacksonville	JSV
FL	JCBHFLMA	Jacksonville	JSV
FL	JCBHFLSP	Jacksonville	JSV
FL	JCVLFLAR	Jacksonville	JSV
FL	JCVLFLAV	Jacksonville	JSV
FL	JCVLFLBW	Jacksonville	JSV
FL	JCVLFLCL	Jacksonville	JSV
FL	JCVLFLED	Jacksonville	JSV
FL	JCVLFLFC	Jacksonville	JSV
FL	JCVLFLGH	Jacksonville	JSV
FL	JCVLFLIA	Jacksonville	JSV
FL	JCVLFLJJ	Jacksonville	JSV
FL	JCVLFLJT	Jacksonville	JSV
FL	JCVLFLKJ	Jacksonville	JSV
FL	JCVLFLLF	Jacksonville	JSV
FL	JCVLFLMT	Jacksonville	JSV
FL	JCVLFLNO	Jacksonville	JSV
FL	JCVLFLOW	Jacksonville	JSV
FL	JCVLFLRV	Jacksonville	JSV
FL	JCVLFLSB	Jacksonville	JSV
FL	JCVLFLSE	Jacksonville	JSV
FL	JCVLFLSJ	Jacksonville	JSV
FL	JCVLFLSK	Jacksonville	JSV
FL	JCVLFLSM	Jacksonville	JSV
FL	JCVLFLWA	Jacksonville	JSV
FL	JCVLFLWC	Jacksonville	JSV
FL	JCVLFLWT	Jacksonville	JSV
FL	JCVLFLZL	Jacksonville	JSV
FL	KYHGFLMA	Jacksonville	JSV
FL	MDBGFLPM	Jacksonville	JSV
FL	MNDRFLAV	Jacksonville	JSV
FL	MNDRFLLO	Jacksonville	JSV
FL	MNDRFLW	Jacksonville	JSV
FL	MXVLFLMA	Jacksonville	JSV
FL	ORPKFLMA	Jacksonville	JSV
FL	ORPKFLRW	Jacksonville	JSV
FL	PNVDFLMA	Jacksonville	JSV
FL	STAGFLBS	Jacksonville	JSV
FL	STAGFLMA	Jacksonville	JSV
FL	STAGFLSH	Jacksonville	JSV
FL	STAGFLWG	Jacksonville	JSV
FL	YULEFLMA	Jacksonville	JSV

EFFECTIVE: MAY 18, 2002

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	DRBHFLMA	Miami-Ft Lauderdale	MFH
FL	FTLDLFL17	Miami-Ft Lauderdale	MFH
FL	FTLDLFLAI	Miami-Ft Lauderdale	MFH
FL	FTLDLFLAM	Miami-Ft Lauderdale	MFH
FL	FTLDLFLAP	Miami-Ft Lauderdale	MFH
FL	FTLDLFLCR	Miami-Ft Lauderdale	MFH
FL	FTLDLFLCY	Miami-Ft Lauderdale	MFH
FL	FTLDLFLB	Miami-Ft Lauderdale	MFH
FL	FTLDLFLHQ	Miami-Ft Lauderdale	MFH
FL	FTLDLFLJA	Miami-Ft Lauderdale	MFH
FL	FTLDLFLMA	Miami-Ft Lauderdale	MFH
FL	FTLDLFLMR	Miami-Ft Lauderdale	MFH
FL	FTLDLFLOA	Miami-Ft Lauderdale	MFH
FL	FTLDLFLOV	Miami-Ft Lauderdale	MFH
FL	FTLDLFLPL	Miami-Ft Lauderdale	MFH
FL	FTLDLFLSF	Miami-Ft Lauderdale	MFH
FL	FTLDLFLSG	Miami-Ft Lauderdale	MFH
FL	FTLDLFLSU	Miami-Ft Lauderdale	MFH
FL	FTLDLFLTB	Miami-Ft Lauderdale	MFH
FL	FTLDLFLTT	Miami-Ft Lauderdale	MFH
FL	FTLDLFLWN	Miami-Ft Lauderdale	MFH
FL	HLWDFLHA	Miami-Ft Lauderdale	MFH
FL	HLWDFLMA	Miami-Ft Lauderdale	MFH
FL	HLWDFLPE	Miami-Ft Lauderdale	MFH
FL	HLWDFLWH	Miami-Ft Lauderdale	MFH
FL	HMSTFLEA	Miami-Ft Lauderdale	MFH
FL	HMSTFLHM	Miami-Ft Lauderdale	MFH
FL	HMSTFLNA	Miami-Ft Lauderdale	MFH
FL	MIAMFL97	Miami-Ft Lauderdale	MFH
FL	MIAMFLAC	Miami-Ft Lauderdale	MFH
FL	MIAMFLAE	Miami-Ft Lauderdale	MFH
FL	MIAMFLAL	Miami-Ft Lauderdale	MFH
FL	MIAMFLAP	Miami-Ft Lauderdale	MFH
FL	MIAMFLBA	Miami-Ft Lauderdale	MFH
FL	MIAMFLBB	Miami-Ft Lauderdale	MFH
FL	MIAMFLBC	Miami-Ft Lauderdale	MFH
FL	MIAMFLBR	Miami-Ft Lauderdale	MFH
FL	MIAMFLCA	Miami-Ft Lauderdale	MFH
FL	MIAMFLDA	Miami-Ft Lauderdale	MFH
FL	MIAMFLDB	Miami-Ft Lauderdale	MFH
FL	MIAMFLFL	Miami-Ft Lauderdale	MFH
FL	MIAMFLGR	Miami-Ft Lauderdale	MFH
FL	MIAMFLHL	Miami-Ft Lauderdale	MFH

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	MIAMFLIC	Miami-Ft Lauderdale	MFH
FL	MIAMFLKE	Miami-Ft Lauderdale	MFH
FL	MIAMFLLD	Miami-Ft Lauderdale	MFH
FL	MIAMFLME	Miami-Ft Lauderdale	MFH
FL	MIAMFLNM	Miami-Ft Lauderdale	MFH
FL	MIAMFLNS	Miami-Ft Lauderdale	MFH
FL	MIAMFLOL	Miami-Ft Lauderdale	MFH
FL	MIAMFLPB	Miami-Ft Lauderdale	MFH
FL	MIAMFLPL	Miami-Ft Lauderdale	MFH
FL	MIAMFLQX	Miami-Ft Lauderdale	MFH
FL	MIAMFLRR	Miami-Ft Lauderdale	MFH
FL	MIAMFLSB	Miami-Ft Lauderdale	MFH
FL	MIAMFLSH	Miami-Ft Lauderdale	MFH
FL	MIAMFLSO	Miami-Ft Lauderdale	MFH
FL	MIAMFLUJ	Miami-Ft Lauderdale	MFH
FL	MIAMFLWD	Miami-Ft Lauderdale	MFH
FL	MIAMFLWM	Miami-Ft Lauderdale	MFH
FL	MIAMFLYJ	Miami-Ft Lauderdale	MFH
FL	MIANFLYI	Miami-Ft Lauderdale	MFH
FL	MIANFLPV	Miami-Ft Lauderdale	MFH
FL	MIANFLWK	Miami-Ft Lauderdale	MFH
FL	MIAPFLYO	Miami-Ft Lauderdale	MFH
FL	NDADFLAC	Miami-Ft Lauderdale	MFH
FL	NDADFLBR	Miami-Ft Lauderdale	MFH
FL	NDADFLGG	Miami-Ft Lauderdale	MFH
FL	NDADFLOL	Miami-Ft Lauderdale	MFH
FL	NIANFLPV	Miami-Ft Lauderdale	MFH
FL	OJUSFTL	Miami-Ft Lauderdale	MFH
FL	PMBHFLCS	Miami-Ft Lauderdale	MFH
FL	PMBHFLDR	Miami-Ft Lauderdale	MFH
FL	PMBHFLED	Miami-Ft Lauderdale	MFH
FL	PMBHFLFE	Miami-Ft Lauderdale	MFH
FL	PMBHFLMA	Miami-Ft Lauderdale	MFH
FL	PMBHFLNP	Miami-Ft Lauderdale	MFH
FL	PMBHFLTA	Miami-Ft Lauderdale	MFH
FL	PRRNFLMA	Miami-Ft Lauderdale	MFH

BELLSOUTH TELECOMMUNICATIONS, INC.
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 ISSUED: MAY 17, 2002

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	EORNFLMA	Orlando	ORL
FL	GENVFLMA	Orlando	ORL
FL	LKMRFLMA	Orlando	ORL
FL	LKMRFLMF	Orlando	ORL
FL	LKMRFL01	Orlando	ORL
FL	ORLDFL1F	Orlando	ORL
FL	ORLDFL60	Orlando	ORL
FL	ORLDFLAP	Orlando	ORL
FL	ORLDFLCD	Orlando	ORL
FL	ORLDFLCL	Orlando	ORL
FL	ORLDFLMA	Orlando	ORL
FL	ORLDFLMB	Orlando	ORL
FL	ORLDFLMO	Orlando	ORL
FL	ORLDFLMT	Orlando	ORL
FL	ORLDFLOV	Orlando	ORL
FL	ORLDFLPC	Orlando	ORL
FL	ORLDFLPH	Orlando	ORL
FL	ORLDFLSA	Orlando	ORL
FL	ORLDFLSO	Orlando	ORL
FL	ORLDFLZZ	Orlando	ORL
FL	ORLEFLFE	Orlando	ORL
FL	ORLEFLGV	Orlando	ORL
FL	ORLPFLAP	Orlando	ORL
FL	OVIDFLCA	Orlando	ORL
FL	LYHNFLOH	Panama City	PNC
FL	PCBHFLNT	Panama City	PNC
FL	PNCYFLCA	Panama City	PNC
FL	PNCYFLDA	Panama City	PNC
FL	PNCYFLDQ	Panama City	PNC
FL	PNCYFLJL	Panama City	PNC
FL	PNCYFLMA	Panama City	PNC
FL	YNFNFLMA	Panama City	PNC

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ISSUED: MAY 17, 2002

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
GA	ACWOGAMA	Atlanta	ATL
GA	ALPRGAHE	Atlanta	ATL
GA	ALPRGAMA	Atlanta	ATL
GA	ALTNGACS	Atlanta	ATL
GA	ASTLGAMA	Atlanta	ATL
GA	ATLAGADD	Atlanta	ATL
GA	ATLAGAKH	Atlanta	ATL
GA	ATLBGABU	Atlanta	ATL
GA	ATLBGACL	Atlanta	ATL
GA	ATLNGAAD	Atlanta	ATL
GA	ATLNGAB7	Atlanta	ATL
GA	ATLNGABH	Atlanta	ATL
GA	ATLNGABU	Atlanta	ATL
GA	ATLNGACA	Atlanta	ATL
GA	ATLNGACD	Atlanta	ATL
GA	ATLNGACH	Atlanta	ATL
GA	ATLNGACS	Atlanta	ATL
GA	ATLNGADK	Atlanta	ATL
GA	ATLNGADL	Atlanta	ATL
GA	ATLNGADZ	Atlanta	ATL
GA	ATLNGAEB	Atlanta	ATL
GA	ATLNGAEL	Atlanta	ATL
GA	ATLNGAEP	Atlanta	ATL
GA	ATLNGAFP	Atlanta	ATL
GA	ATLNGAGC	Atlanta	ATL
GA	ATLNGAGR	Atlanta	ATL
GA	ATLNGAGX	Atlanta	ATL
GA	ATLNGAHP	Atlanta	ATL
GA	ATLNGAHR	Atlanta	ATL
GA	ATLNGAHY	Atlanta	ATL
GA	ATLNGAIA	Atlanta	ATL
GA	ATLNGAIC	Atlanta	ATL
GA	ATLNGALA	Atlanta	ATL
GA	ATLNGALH	Atlanta	ATL
GA	ATLNGAMA	Atlanta	ATL
GA	ATLNGAMQ	Atlanta	ATL
GA	ATLNGANW	Atlanta	ATL
GA	ATLNGAPF	Atlanta	ATL

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 ISSUED: MAY 17, 2002

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
GA	ATLNGAPK	Atlanta	ATL
GA	ATLNGAPP	Atlanta	ATL
GA	ATLNGAPX	Atlanta	ATL
GA	ATLNGAQS	Atlanta	ATL
GA	ATLNGARM	Atlanta	ATL
GA	ATLNGASS	Atlanta	ATL
GA	ATLNGATH	Atlanta	ATL
GA	ATLNGATL	Atlanta	ATL
GA	ATLNGAWD	Atlanta	ATL
GA	ATLNGAWE	Atlanta	ATL
GA	ATLNGAWO	Atlanta	ATL
GA	BUFRGABH	Atlanta	ATL
GA	CHMBGAMA	Atlanta	ATL
GA	CLTHGAHS	Atlanta	ATL
GA	CMNGGAMA	Atlanta	ATL
GA	CNYRGAMA	Atlanta	ATL
GA	CVTNGAMT	Atlanta	ATL
GA	DGVLGAIA	Atlanta	ATL
GA	DGVLGAMA	Atlanta	ATL
GA	DLLSGAES	Atlanta	ATL
GA	DLTHGAHS	Atlanta	ATL
GA	DNWDGAMA	Atlanta	ATL
GA	DNWDGAMC	Atlanta	ATL
GA	FRBNGAEB	Atlanta	ATL
GA	FYVLGASG	Atlanta	ATL
GA	HMPNGAJW	Atlanta	ATL
GA	JCSNGAMA	Atlanta	ATL
GA	JNBOGAMA	Atlanta	ATL
GA	LGVLGACS	Atlanta	ATL
GA	LLBNGAMA	Atlanta	ATL
GA	LRVLGAOS	Atlanta	ATL
GA	LTHNGAJS	Atlanta	ATL
GA	MCDNGAGS	Atlanta	ATL
GA	MNTIGAMA	Atlanta	ATL
GA	MRRWGAMA	Atlanta	ATL
GA	MRTTGAEA	Atlanta	ATL
GA	MRTTGAFS	Atlanta	ATL
GA	MRTTGAMA	Atlanta	ATL

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
GA	NRCRGAHK	Atlanta	ATL	(N)
GA	NRCRGAIS	Atlanta	ATL	(N)
GA	NRCRGAMA	Atlanta	ATL	(N)
GA	NRCRGAQD	Atlanta	ATL	(N)
GA	NRCRGATL	Atlanta	ATL	(N)
GA	PANLGAMA	Atlanta	ATL	(N)
GA	PLMTGAMA	Atlanta	ATL	(N)
GA	PTCYGAMA	Atlanta	ATL	(N)
GA	PWSPGAAS	Atlanta	ATL	(N)
GA	RSWLGADI	Atlanta	ATL	(N)
GA	RSWLGAMA	Atlanta	ATL	(N)
GA	RVDLGAMA	Atlanta	ATL	(N)
GA	SCCRGAMA	Atlanta	ATL	(N)
GA	SMNTGALR	Atlanta	ATL	(N)
GA	SMYRGACS	Atlanta	ATL	(N)
GA	SMYRGADT	Atlanta	ATL	(N)
GA	SMYRGAFE	Atlanta	ATL	(N)
GA	SMYRGAGP	Atlanta	ATL	(N)
GA	SMYRGAHR	Atlanta	ATL	(N)
GA	SMYRGAMA	Atlanta	ATL	(N)
GA	SMYRGAPF	Atlanta	ATL	(N)
GA	SMYRGAPK	Atlanta	ATL	(N)
GA	SNLVGAMA	Atlanta	ATL	(N)
GA	SNMTGALR	Atlanta	ATL	(N)
GA	SNSPGARR	Atlanta	ATL	(N)
GA	STBRGANH	Atlanta	ATL	(N)
GA	STLNGACS	Atlanta	ATL	(N)
GA	SYMRGAPF	Atlanta	ATL	(N)
GA	TUKRGADC	Atlanta	ATL	(N)
GA	TUKRGAMA	Atlanta	ATL	(N)
GA	VLRCGAES	Atlanta	ATL	(N)
GA	WDSTGACR	Atlanta	ATL	(N)
GA	CLMBGAAT	Columbus	COL	(N)
GA	CLMBGABV	Columbus	COL	(N)
GA	CLMBGACZ	Columbus	COL	(N)
GA	CLMBGADH	Columbus	COL	(N)
GA	CLMBGAFN	Columbus	COL	(N)
GA	CLMBGAMT	Columbus	COL	(N)
GA	CLMBGAMW	Columbus	COL	(N)
GA	CSSTGAMA	Columbus	COL	(N)
GA	HRBOALOM	Columbus	COL	(N)
GA	PHCYALFM	Columbus	COL	(N)
GA	PHCYALMA	Columbus	COL	(N)

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ISSUED: MAY 17, 2002

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
LA	BRSSLAMA	Lafayette	LAF	(N)
LA	CRNCLAMA	Lafayette	LAF	(N)
LA	DUSNLAMA	Lafayette	LAF	(N)
LA	LFYTLA17	Lafayette	LAF	(N)
LA	LFYTLAAT	Lafayette	LAF	(N)
LA	LFYTLACL	Lafayette	LAF	(N)
LA	LFYTLAMA	Lafayette	LAF	(N)
LA	LFYTLAVM	Lafayette	LAF	(N)
LA	OPLSLATL	Lafayette	LAF	(N)
LA	SCTTLAAF	Lafayette	LAF	(N)
LA	SMVLLAMA	Lafayette	LAF	(N)
LA	YNVLLAMA	Lafayette	LAF	(N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.1 Contract Tariff – No. 001 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on September 25, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 001 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.1.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.1.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's contract term under this Contract Tariff is 36 months. (N)
At the end of the contract term, the incentives provided in this (N)
Contract Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's contract term and the Access (N)
Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
only include monthly recurring revenues for the combined MSAs shown (N)
below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.1 Contract Tariff – No. 001 (Cont'd)

25.1.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.1.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Lie (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 25, 2001

- ACCESS SERVICE (N)
- 25 - Contract Tariffs (Cont'd) (N)
- 25.1 Contract Tariff – No. 001 (Cont'd) (N)
- 25.1.1 General Regulations (Cont'd) (N)
- (D) Minimum Revenue Volume for the Combined MSAs (N)
- The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.1.2, following. These revenues are for the combined MSAs set forth in Section 25.1.1.B., preceding, and for the services described in Section 25.1.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
- (E) Rates and Charges (N)
- The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (F) Classifications, Practices and Regulations (N)
- (1) Application of Contract Tariff Incentives (N)
- In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.1.2 following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows: (N)
- (a) Annual Incentive (N)
- An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.1.2 following pursuant to the following conditions. (N)
- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
 - The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.1.1.F.2. following. (N)

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ISSUED: AUGUST 24, 2001

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.1.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenues at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.1.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
- The customer will receive the Product Suite Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Advancement of the First Year's Incentives</u>	(N)
- The customer may receive an advancement of the first contract year's Annual Incentive and Product Suite Annual Incentive. This advancement is contingent on the customer achieving by December 31, 2001, 38% of the first contract year's annual minimum-billed revenue volume and 38% of the product suite total annual minimum revenue as shown in Tables 1 and 2 of 25.1.2 following. The Annual Incentive will be computed on incremental revenue exceeding 38% of the annual minimum-billed revenue using the incentive percentage shown in the first band of Table 1 in 25.1.2 following. The Product Suite Annual Incentive will be equivalent to the dollar amount the customer is awarded for the Annual Incentive. The advancement will be credited to the customer's account by January 31, 2002.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- If the customer does not achieve the annual minimum-billed revenue volume at the end of the first year's contract term, the customer must repay the Company the full amount of the advancement and will be billed thirty days following the contract anniversary date. In addition, Shortfall Penalty regulations will apply as specified in 25.1.1.F.2 following.	(N) (N) (N) (N) (N) (N)
- If the customer achieves the annual minimum-billed revenue volume at the end of the first year's contract term, the Annual Incentive earned by the customer will be adjusted by the amount of the advancement (i.e., (Annual Incentive + Product Suite Annual Incentive earned) – Advancement = Adjusted Incentive). If the Adjusted Incentive is positive, the customer's account will be credited by the Adjusted Incentive thirty days following the customer's contract anniversary date. In the event the Adjusted Incentive is negative, the customer will be billed the Adjusted Incentive thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.1.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any year of the contract term, the customer will not receive for such year the Annual Incentive as described in 25.1.1.F.1.a, preceding.	(N)
Failure to achieve the annual minimum-billed revenue for any year of the contract term will result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date.	(N)
The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.1.1.F.1.b, preceding.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) Incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.1.2 following.	(N) (N) (N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this contract tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(5) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite minimum annual revenues.	(N) (N) (N) (N)
(6) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to terminate the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.1 Contract Tariff – No. 001 (Cont'd)

25.1.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives for each contract term year. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. For example, if the customer achieved revenue of \$345,200,000 at the end of the first year's contract term, the Annual Incentive will be \$14,359,465 (i.e., $(345,200,000 - 305,859,000) \times 36.5\%$). The maximum revenue eligible for an Annual Incentive in each contract term year is shown in Table 1 below. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$305,859	\$355,745	\$413,767
(%) Annual Incentives			
35.5%	>\$305,859 - 324,027	>\$355,745 - 376,876	>\$413,767 - 438,344
36%	>\$324,027 - 340,228	>\$376,876 - 395,720	>\$438,344 - 460,262
36.5%	>\$340,228 - 357,240	>\$395,720 - 415,506	>\$460,262 - 483,275
Maximum Revenues	\$357,240	\$415,506	\$483,275

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the amount the customer is awarded for the Annual Incentive as specified in 25.1.2.A.1 above. For example, if the customer achieved product suite total annual revenues of \$94,200,000 for the first contract term year, the Product Suite Annual Incentive will be \$14,359,465 (see above example in 25.1.2.A.1. above).

Table 2	Product Suite Annual Minimum Revenue (\$thousands)		
	Year 1	Year 2	Year 3
Product Suite			
SMARTRing Service(a.k.a. BellSouth SPA Dedicated Ring)	\$66,780	\$82,291	\$102,400
LightGate Service (a.k.a. BellSouth SPA Point to Point)	\$26,747	\$29,798	\$33,521
*Total Annual Minimum Revenue	\$93,527	\$112,089	\$135,921

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.2 Contract Tariff – No. 002 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on November 17, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 002 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.2.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.2.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's contract term under this Contract Tariff is 36 months. (N)
At the end of the contract term, the incentives provided in this (N)
Contract Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's contract term and the Access (N)
Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall only include monthly recurring revenues for the (N)
combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

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ACCESS SERVICE

25 – Contract Tariffs

25.2.1 Contract Tariff – No. 002 (Cont'd)

(B) Metropolitan Statistical Areas (Cont'd)

(2) If the Company receives Full Service Relief in any additional MSA during the customer's term under this Contract Tariff, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes the additional MSA, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will provide adjusted revenue volumes in Tables 1 and 2 of 25.2.2, following, to account for the additional MSA. The same methodology used to derive the revenue volumes for the MSAs specified in this Contract Tariff shall be used to derive the revenue volumes for the proposed new Contract Tariff. The proposed new Contract Tariff will contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term for the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff shall include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.2.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE

25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(C) Description of Services (Cont'd)

- (2) If the Company introduces a new Access Service(s) during the customer's term under this Contract Tariff and such service(s) are afforded Pricing Flexibility according to the Federal Communications Commission's Pricing Flexibility rules and the service(s) are included in one or more other Contract Tariffs under this Section, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes such additional service(s). The term for the proposed new Contract Tariff will be for the remaining months in the customer's contract term under this Contract Tariff and the minimum revenue volumes in 25.2.2, Table 1, following, will be adjusted to account for the additional service(s). The proposed new Contract Tariff shall contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.2.2, following. These revenues are for the combined MSAs set forth in Section 25.2.1.B., preceding, and include any of the services described in Section 25.2.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and have not been adjusted to reflect credits or discounts given in arrears from existing pricing plans the customer may subscribe to in other sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. The Company will provide these services in accordance with the Federal Communications Commission's rules and regulations.	(N) (N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and product suite total annual minimum revenue each contract term year as shown in Tables 1 and 2 in Section 25.2.2, following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N)
(a) <u>Annual Incentive</u>	(N)
An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.2.2 following pursuant to the following conditions.	(N) (N) (N) (N) (N)
- The customer will receive the Annual Incentive each year of the contract term one month in arrears of the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.2.1.F.2, following.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.2.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenues at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.2.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term one month in arrears of the customer's contract anniversary date.	(N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Advancement of the First Year's Incentives</u>	(N)
The customer may receive an advancement of the first contract year's Annual Incentive and Product Suite Annual Incentive. This advancement is contingent on the customer achieving by November 19, 2001, 16.7% of the first contract year's annual minimum-billed revenue volume and 16.7% of the product suite total annual minimum revenue as shown in Tables 1 and 2 of 25.2.2 following. The Annual Incentive will be computed on incremental revenue exceeding 16.7% of the annual minimum-billed revenue using the incentive percentage shown in the first band of Table 1 in 25.2.2 following. The Product Suite Annual Incentive will be equivalent to the same dollar amount the customer is awarded for the Annual Incentive. The advancement will be credited to the customer's account by December 19, 2001.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume at the end of the first year's contract term, the customer must repay the Company the full amount of the advancement and will be billed this amount on the customer's contract anniversary date, one month in arrears. In addition, Shortfall Penalty regulations will apply as specified in 25.2.1.F.2 following.	(N) (N) (N) (N) (N) (N) (N)
If the customer achieves the annual minimum-billed revenue volume at the end of the first year's contract term, the Annual Incentive earned by the customer will be adjusted by the amount of the advancement (i.e., (Annual Incentive + Product Suite Annual Incentive earned) – Advancement = Adjusted Incentive). If the Adjusted Incentive is positive, the customer's account will be credited by the amount of the Adjusted Incentive on the customer's contract anniversary date, one month in arrears. In the event the Adjusted Incentive is negative, the customer will be billed the Adjusted Incentive on the customer's contract anniversary date, one month in arrears.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.2.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any year of the contract term, the customer will not receive for such year the Annual Incentive as described in 25.2.1.F.1.a, preceding.	(N)
Failure to achieve the annual minimum-billed revenue for any year of the contract term will result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N)
The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.2.1.F.1.b, preceding.	(N)

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- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.2 Contract Tariff – No. 002 (Cont'd) (N)
- 25.2.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions: (N)
- The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff. (N)
 - The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.2.2. (N)
 - The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer. (N)
 - The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff. (N)
- (b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.2.2 following. (N)
- (c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff. (N)
- (d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4.B (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. (N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this contract tariff and ending with the last bill period prior to the customer's contract anniversary date. The Company will not accept customer disputes regarding the revenue accumulation method specified herein (i.e., arrearages and partial month payments).	(N) (N) (N) (N) (N) (N) (N)
(5) <u>Adjustments to Monthly Revenues</u>	(N)
The Company will adjust the customer's monthly recurring revenues each month due to rate changes resulting from expired contracts under the Transport Payment Plan (TPP).	(N) (N) (N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual billed revenues and product suite annual minimum revenues.	(N) (N) (N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Transport Payment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N) (N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(8) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(b) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff except as noted in 25.2.1.F.8.c, below. The customer's ACNAs specified in the Letter of Agreement for Firm Order Commitment will be used to determine the customer's annual billed revenue volume.	(N)
The customer may not use Transfer of Service as specified in Sections 6.7.1(C)(4), 7.4.1(C)(4), 21.5.2(D) of this Tariff to change the ACNA of a service that is provided under an ACNA not in the Letter of Agreement to an ACNA that is included in the Letter of Agreement.	(N)
A customer may disconnect a service provided under an ACNA not in the Letter of Agreement and install a new service under an ACNA that is included in the Letter of Agreement. Normal nonrecurring charges and termination liabilities will apply as specified in Section 23 of this Tariff. If it is determined that revenues have been included from ACNAs not specified in the Letter of Agreement, the incentives provided under this Contract Tariff will be recalculated excluding such revenues.	(N)

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ACCESS SERVICE

25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(8) Mergers and Acquisitions (Cont'd)

(c) In the event of a merger or acquisition, the customer may request the Company to prepare a proposal for a new Contract Tariff that reflects the merger or acquisition, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will adjust revenue volumes in Tables 1 and 2 in 25.2.2, following, to reflect the merger or acquisition. The proposed new Contract Tariff shall contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those specified in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time of the proposed new Contract Tariff filing.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the Contract Tariff. The customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE
 25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives for each contract term year. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. For example, if the customer achieved revenue of \$312,330,000 at the end of the first year's contract term, the Annual Incentive will be \$9,089,560 (i.e., [(\$312,330,000 – \$285,596,000) X 34%]. The maximum revenue eligible for an Annual Incentive in each contract term year is shown in Table 1 below. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$285,596	\$332,035	\$386,024
(%) Annual Incentives			
33.5%	> \$285,596 - 299,877	> \$332,035 - 348,636	> \$386,024 - 405,325
34%	> \$299,877 - 314,156	> \$348,636 - 365,238	> \$405,325 - 424,626
34.5%	> \$314,156 - 328,436	> \$365,238 - 381,840	> \$424,626 - 443,927
Maximum Revenues	\$328,436	\$381,840	\$443,927

(2) Table 2 below provides the product suite and the product suite total annual revenue for each year of the contract term. The customer must achieve each year's total annual revenue in order to receive a Product Suite Annual Incentive, which is equivalent to the same amount the customer receives for the Annual Incentive as specified in 25.2.2.A.1 above. For example, if the customer achieved product suite total annual revenues in the first year of \$198,531,000 the Product Suite Annual Incentive will be \$9,089,560 (see example in 25.2.2.A.1. above).

Table 2	Product Suite Annual Revenue (\$thousands)		
	Year 1	Year 2	Year 3
LightGate Service (a.k.a. BellSouth SPA Point to Point)	\$55,789	\$67,121	\$82,217
DSL (a.k.a. BellSouth SPA DSL)	\$135,970	\$160,474	\$189,351
Total Revenue	\$191,759	\$227,595	\$271,569

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.3 Contract Tariff – No. 003 (N)

- (A) This Contract Tariff is valid for a period of 37 months and shall terminate on November 24, 2004. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 003 in the Metropolitan Statistical Areas (MSAs) defined in 25.3.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)

25.3.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Charlotte, Daytona Beach, Gainesville, Greensboro-Winston Salem, Memphis, Miami-Ft. Lauderdale, Melbourne, Orlando, Raleigh-Durham, Wilmington (N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.3.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.3.2, following. These revenues are for the combined MSAs set forth in Section 25.3.1.B., preceding, and for the services described in Section 25.3.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.3.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.3.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.3.1.F.2, following.

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ISSUED: OCTOBER 23, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-25

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.3 Contract Tariff – No. 003 (Cont'd) (N)

25.3.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.3.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.3.1.F.1.a, preceding. (N)
(N)
(N)
(N)
(N)
(N)

The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
(N)
(N)
(N)

The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue. (N)
(N)
(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$10,140,300. The customer will be awarded an Annual Incentive of \$40,215 computed using Table 1 in 25.3.2 as follows:	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$10,140,300 - \$9,336,000) \times 5\% = \$40,215$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$9,140,240, using Table 2 in 25.3.2. The customer will be awarded a Product Suite Annual Incentive of \$40,215, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$190,650, \$210,844, \$220,750	(N)
Product #2: \$495,741, 502,598, \$509,798	(N)
Total Products #1 and #2: \$2,130,381	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 3 of 25.3.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$63,911 computed as follows:	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$190,650 + \$210,844 + \$220,750) \times 3\%] + [(\$495,741 + \$502,598 + \$509,798) \times 3\%] = \$63,911$	(N)
	(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.3.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.3.1.F.1.a, preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
Failure to achieve the annual minimum-billed revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.3.1.F.1.b, preceding.	(N)

EFFECTIVE: OCTOBER 24, 2001

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Con'd) (N)
- 25.3 Contract Tariff – No. 003 (Cont'd) (N)
- 25.3.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein. (N)
- (b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.3.2 following. (N)
- (c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.b (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff. (N)
- (4) Revenue Accumulation by Bill Period (N)
- The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date. (N)
- (5) Tax Exclusions (N)
- The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues. (N)
- (6) Existing Discount Plans (N)
- The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.). (N)

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EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Con'd)	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.3.1.F.1.d, preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$9,336	\$11,064	\$13,044
(%) Annual Incentives			
2.5%	>\$9,336 - 9,803	>\$11,064 - 11,617	>\$13,044 - 13,696
5%	>\$9,803 - 10,270	>\$11,617 - 12,170	>\$13,696 - 14,349
7.5%	>\$10,270 - 10,737	>\$12,170 - 12,723	>\$14,349 - 15,001
Maximum Revenues	\$10,737	\$12,723	\$15,001

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.3.2.A.1 above.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
Product Suite	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$2,697	\$3,195	\$3,767
DS1 (a.k.a. BellSouth SPA DS1)	\$6,029	\$7,145	\$8,424
*Total Annual Minimum Revenues	\$8,726	\$10,340	\$12,191

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%	3%
DS1 (a.k.a. BellSouth SPA DS1)	3%	3%	3%

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.4 Contract Tariff – No. 004 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on December 9, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 004 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.4.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.4.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 36 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.4.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.4.2, following. These revenues are for the combined MSAs set forth in Section 25.4.1.B., preceding, and for the services described in Section 25.4.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.4.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.4.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.4.1.F.2, following.

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TARIFF F.C.C. NO. 1
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EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.4 Contract Tariff – No. 004 (Cont'd) (N)

25.4.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual (N)
minimum revenues are provided in Section 25.4.2, Table 2, (N)
following. The Product Suite Annual Incentive applies if the (N)
customer achieves the product suite total annual minimum revenue at (N)
the end of each contract term year and will be equal to the same (N)
incentive dollar amount the customer is awarded for the Annual (N)
Incentive as described in 25.4.1.F.1.a, preceding. (N)

The customer will receive the Product Suite Annual Incentive each (N)
year of the contract term thirty days following the anniversary (N)
date of the customer's subscription to service under this Contract (N)
Tariff. (N)

The customer will not receive the Product Suite Annual Incentive if (N)
in any year of the contract term the customer fails to achieve the (N)
product suite total annual minimum revenue. (N)

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ACCESS SERVICE

(N)

25 – Contract Tariffs (Cont'd)

(N)

25.4 Contract Tariff – No. 004 (Cont'd)

(N)

25.4.1 General Regulations (Cont'd)

(N)

(F) Classifications, Practices and Regulations (Cont'd)

(N)

(1) Application of Contract Tariff Incentives (Cont'd)

(N)

(c) Product Level Quarterly Incentive

(N)

The two products shown in Section 25.4.2, Table 3 following are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:

$$\binom{N}{n}$$
$$(N)$$
$$(N)$$
$$(N)$$

(N)

- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.4.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter's incentive award will be delayed until the second quarter. If the second quarter's objective is not met, the incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter's objective, the incentives for the first, second and third quarters will be awarded to the customer.
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.4.1.F.2 following.

(N)

$$(N)$$
$$(N)$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} (N) \\ (N) \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\binom{N}{N}$$
$$(N)$$

(11)

$$(N)$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$

(N)
(N)

$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$(N)$$
$$(N)$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$

(N)

(N)

$$\binom{N}{n}$$
$$(N)$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$

EFFECTIVE: NOVEMBER 9, 2001

ACCESS TARIFF

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(d) Examples of Contract Tariff Incentives

- Example 1: Annual Incentive:

Example 1: Annual Incentive.
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$13,540,300. The customer will be awarded an Annual Incentive of \$46,665 computed using Table 1 in 25.4.2 as follows:

$$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$$

$$(\$13,540,300 - \$12,607,000) \times 5\% = \$46,665$$

- Example 2: Product Suite Annual Incentive:

As illustrated in Example 1 above, the customer exceeded the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$10,750, using Table 2 in 25.4.2. The customer will be awarded a Product Suite Annual Incentive of \$46,665, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in Example 1 above.

- Example 3: Product Level Quarterly Incentive:

The customer's first quarter monthly revenues are as follows:

Product #1:	\$351,750,	\$401,678,	\$422,504
Product #2:	\$394,725,	410,210,	\$426,790
Total Products #1 and #2:	\$2,407,657		

The customer achieved the scheduled first quarter objective of 25% of the first year's annual minimum-billed revenue shown in Table 1 of 25.4.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$72,229.71 computed as follows:

$$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$$

$$[(\$351,750 + \$401,678 + \$422,504) \times 3\%] + [(\$394,725 + \$410,210 + \$426,790) \times 3\%] = \$72,229.71$$

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve each year's annual minimum-billed revenue volume specified in 25.4.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.4.1.F.1.a, preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
Failure to achieve the annual minimum-billed revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.4.1.F.1.b, preceding.	(N)

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.4.2 following.

(c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.B (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff.

(4) Revenue Accumulation by Bill Period

The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(7) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

- (a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.
- (b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.
- (c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

(8) Training Services

Customers subscribing to this Contract Tariff may receive one (1) training session in each contract term year with a maximum of three (3) training sessions during the term of this Contract Tariff.

Each training session will consist of one course selected by the customer from a course listing provided on the Company's training website at www.interconnection.bellsouth.com/training/. This website also outlines the course cancellation policy.

The following regulations will also apply:

- (a) The customer must submit training requests thirty days (30) prior to the customer's desired training date. The training sessions will be scheduled based on instructor availability.
- (b) Each course will be conducted by a Company instructor and shall have a maximum of fifteen (15) students.
- (c) Each course will be conducted for a three-day consecutive period and will last eight hours each day.
- (d) The Company will be responsible for providing training materials for each course.
- (e) Each course will be conducted at a training site designated by the customer within the Continental United States.

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.4.1.F.1.d, preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$12,607	\$15,644	\$18,801
(%) Annual Incentives			
2.5%	>\$12,607 – 13,238	>\$15,644 – 16,426	>\$18,801 – 19,741
5%	>13,238 – 13,868	> 16,426 – 17,209	>19,741 – 20,681
7.5%	> 13,868 – 14,498	> 17,209 – 17,991	> 20,681 – 21,621
Maximum Revenues	\$14,498	\$17,991	\$21,621

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive as specified in 25.4.2.A.1 above.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
Product Suite	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$4,694	\$5,885	\$7,086
SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)	701	779	900
DSL (a.k.a. BellSouth SPA DSL)	4,718	6,113	7,549
*Total Annual Minimum Revenues	\$10,113	\$12,777	\$15,535

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%	3%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.5 Contract Tariff – No. 005 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on January 20, 2005. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 005 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.5.1(B) below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.5.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 37 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall include monthly recurring revenues for the combined (N)
MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

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ACCESS SERVICE

(N)

25 – Contract Tariffs

(N)

25.5.1 Contract Tariff – No. 005 (Cont'd)

(N)

(B) Metropolitan Statistical Areas (Cont'd)

(N)

(2) If the Company receives Full Service Relief in any additional MSA during the customer's term under this Contract Tariff, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes the additional MSA, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will provide adjusted revenue volumes in Tables 1 and 2 of 25.5.2, following, to account for the additional MSA. The same methodology used to derive the revenue volumes for the MSAs specified in this Contract Tariff shall be used to derive the revenue volumes for the proposed new Contract Tariff. The proposed new Contract Tariff will contain the same incentives as those specified in 25.5.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term for the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-44
CANCELS ORIGINAL PAGE 25-44
EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.5.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(C) <u>Description of Services</u> (Cont'd)	(N)
(2) If the Company introduces a new Access Service(s) during the customer's term under this Contract Tariff and such service(s) are afforded Pricing Flexibility according to the Federal Communications Commission's Pricing Flexibility rules and the service(s) are included in one or more other Contract Tariffs under this Section, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes such additional service(s). The term for the proposed new Contract Tariff will be for the remaining months in the customer's contract term under this Contract Tariff and the minimum revenue volumes in 25.5.2, Table 1, following, will be adjusted to account for the additional service(s). The proposed new Contract Tariff shall contain the same incentives as those specified in 25.5.2 of this Contract Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in this Contract Tariff at the time the proposed new Contract Tariff is filed.	(N) (N) (N) (N) (N)
Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.	(N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 - Contract Tariffs	(N)
25.5 <u>Contract Tariff - No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.5.2, following. These revenues are for the combined MSAs set forth in Section 25.5.1(B), preceding, and for the services described in Section 25.5.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.	(N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N) (N)
(a) <u>Quarterly Incentive</u>	(N)
In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.5.2, Table 1 to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in any quarter, the customer will not be eligible for a Quarterly Incentive for such quarter.	(N) (N) (N) (N) (N) (N)
The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.5.2 to the total billed revenue achieved in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N)
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter X Applicable Incentive Percentage in Table 1) = First Quarterly Incentive	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentive</u> (Cont'd)	(N)
The second quarter's minimum-billed revenue is determined as fifty percent (50%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the second quarter's minimum-billed revenue volume, the Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenues the customer achieved from the beginning of the first quarter to the end of the second quarter of the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Second Quarter X Applicable Incentive Percentage in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive	(N) (N) (N) (N)
If the second Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the second quarter one month in arrears. If the second Quarterly Incentive is negative, the customer will not be awarded a second Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N) (N)
The third quarter's minimum-billed revenue is determined as seventy-five percent (75%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the third quarter's minimum-billed revenue, the third Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the third quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first and second quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage in Table 1) – (First and Second Quarterly Incentive Awards) = Third Quarterly Incentive	(N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentives</u> (Cont'd)	(N)
If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Annual Billed Revenue Achieved from Beginning First Quarter to Ending Fourth Quarter X Applicable Incentive Percentage in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive	(N) (N) (N) (N)
If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by December 31 st of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N)
The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.5.1.F.2, following, will apply.	(N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Quarterly Incentives</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.5.2, Table 2 following. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving a certain percentage of the product suite total annual minimum revenue each quarter. The customer will not be awarded a Product Suite Quarterly Incentive in any quarter if the customer does not achieve the product suite minimum revenue for such quarter. However, the customer will be awarded the Product Suite Quarterly Incentives for those quarter(s) in which product suite revenues were not achieved, if at the end of the fourth quarter the customer achieves the product suite total annual minimum revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
The first quarter's product suite minimum revenue is determined as twenty-five percent (25%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the first quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the first Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The second quarter's product suite minimum revenue is determined as fifty percent (50%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the second quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the second Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The third quarter's product suite minimum revenue is determined as seventy-five percent (75%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the third quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the third Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's product suite minimum revenue is determined as one hundred percent (100%) of the product suite annual minimum revenue for the contract term year. If the customer achieves the fourth quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the fourth Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

In the event the customer fails to achieve the fourth quarter's product suite minimum revenue, the customer will not be awarded a fourth quarter Product Suite Quarterly Incentive. Further, the customer must repay the Telephone Company any Product Suite Quarterly Incentives received for the first, second, and third quarters, and this amount will be billed to the customer one month in arrears of the customer's Contract Anniversary Date.

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's revenue volume¹ (first contract term year) with revenues of \$25,140,500. The customer will be awarded the first Quarterly Incentive of \$535,492.65 computed as follows:

$$\begin{aligned} &\$25,140,500 \times 2.13\% = \$535,492.65 \\ &(\text{Total Billed Revenue Achieved from Beginning First Quarter to} \\ &\text{Ending First Quarter}) \times \text{Applicable Incentive Percentage}^2 \text{ in Table 1} \\ &= \text{First Quarterly Incentive Award} \end{aligned}$$

- The customer achieves the second quarter's revenue volume¹ with cumulative revenues of \$51,876,200. The customer will be awarded the Second Quarterly Incentive of \$813,288.55 computed as follows:

$$\begin{aligned} &(\$51,876,200 \times 2.6\%) - \$535,492.65 = \$813,288.55 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Second Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - \text{First Quarterly Incentive Award} = \text{Second Quarterly} \\ &\text{Incentive Award} \end{aligned}$$

- The customer achieves the third quarter's revenue volume¹ with cumulative revenues of \$77,815,750. The customer will be awarded a Third Quarterly Incentive of \$1,180,230.68 computed as follows:

$$\begin{aligned} &(\$77,815,750 \times 3.25\%) - (\$535,492.65 + \$813,288.55) = \$1,180,230.68 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Third Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - (\text{First and Second Quarterly Incentive Award}) = \text{Third} \\ &\text{Quarterly Incentive Award} \end{aligned}$$

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.5.2.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.5.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(c) Examples of the Quarterly Incentives (Cont'd)

- The customer meets the fourth quarter's revenue volume¹ with a cumulative revenue achievement of \$106,050,220. The customer will be awarded a Fourth Quarterly Incentive of \$917,620.27 computed as follows.

$$(\$106,050,220 \times 3.25\%) - (\$535,492.65 + \$813,288.55 + \$1,180,230.68) = \$917,620.27$$

(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage² in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award

(d) Examples of Product Suite Quarterly Incentives

- The customer meets the first quarter's Product Suite revenue volume¹ (first contract year) with a revenue achievement of \$13,795,000. The customer will be awarded a Product Suite Quarterly Incentive of \$535,492.65, which is equivalent to the same dollar amount awarded for the First Quarterly Incentive shown in the above example in 25.5.1(F)(1)(c).
- The customer does not meet the second and third quarters' Product Suite revenue volumes and, therefore, will not be awarded the Product Suite Quarterly Incentives for these quarters. However, the customer will be awarded the second and third quarters' award at the end of the fourth quarter if the customer achieves the fourth quarter's Product Suite total annual revenue volumes.
- The customer meets the fourth quarter's Product Suite revenue volume¹ with a revenue achievement of \$55,750,000. The customer will be awarded a Product Suite Quarterly Incentive of \$2,911,139.50, which is equivalent to the amount the customer received for the second, third and fourth Quarterly Incentives in the above example in 25.5.1(F)(1)(c).

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.5.2.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.5.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.5.2, Table 1, following, as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to receive the Quarterly Incentives specified herein. If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer must repay the Telephone Company all Quarterly Incentives awarded for such year as described in 25.5.1(F)(1)(a), preceding.	(N)
Failure to achieve the annual minimum-billed revenue volume for any contract term year will also result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to receive the Product Suite Quarterly Incentives specified herein. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer must repay the Telephone Company all Product Suite Quarterly Incentives received for such year as described in 25.5.1(F)(1)(b), preceding.	(N)

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- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.5 Contract Tariff – No. 005 (Cont'd) (N)
- 25.5.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions: (N)
- The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff. (N)
 - The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.5.2. (N)
 - The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer. (N)
 - The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff. (N)
- (b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.5.2 following. (N)
- (c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff. (N)
- (d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4(B) (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. (N)

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TARIFF F.C.C. NO. 1
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EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's quarterly and annual billed revenue and product suite quarterly and annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(5) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N) (N) (N) (N) (N)
(6) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(b) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff except as noted in 25.2.1.F.8.c, below. The customer's ACNAs specified in the Letter of Agreement for Firm Order Commitment will be used to determine the customer's annual billed revenue volume.	(N)
The customer may not use Transfer of Service as specified in Sections 6.7.1(C)(4), 7.4.1(C)(4), 21.5.2(D) of this Tariff to change the ACNA of a service that is provided under an ACNA not in the Letter of Agreement to an ACNA that is included in the Letter of Agreement.	(N)
A customer may disconnect a service provided under an ACNA not in the Letter of Agreement and install a new service under an ACNA that is included in the Letter of Agreement. Normal nonrecurring charges and termination liabilities will apply as specified in Section 23 of this Tariff. If it is determined that revenues have been included from ACNAs not specified in the Letter of Agreement, the incentives provided under this Contract Tariff will be recalculated excluding such revenues.	(N)

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE
 25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the annual incentives for each contract term year. The customer will be awarded four Quarterly Incentives each contract term year upon achieving the specified quarterly minimum-billed revenues set forth in 25.5.1(F)(1)(a), preceding. See 25.5.1(F)(1)(c) for examples. Table 1 below provides the maximum revenues eligible for the incentives specified herein.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$ 94,322	\$112,770	\$133,828
(%) Annual Incentives	Total Billed Revenue		
.83%	> \$ 94,322 - 96,680	> \$112,770 - 115,589	> \$133,828 - 137,174
1.65%	> \$ 96,680 - 99,038	> \$115,589 - 118,408	> \$137,174 - 140,520
2.13%	> \$ 99,038 - 101,160	> \$118,408 - 120,945	> \$140,520 - 143,531
2.6%	> \$101,160 - 103,754	> \$120,945 - 124,047	> \$143,531 - 147,211
3.25%	> \$103,754 - 106,112	> \$124,047 - 126,866	> \$147,211 - 150,557
3.95%	> \$106,112 - 108,470	> \$126,866 - 129,685	> \$150,557 - 153,903
Maximum Revenues	\$108,470	\$129,685	\$153,903

(2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving the specified product suite quarterly minimum revenue* described in 25.5.1(F)(1)(b), preceding. The Product Suite Quarterly Incentives will be equivalent to the same dollar amount the customer is awarded for the Quarterly Incentives described in 25.5.1(F)(1)(a), preceding. See 25.5.1(F)(1)(d) for examples.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
	Year 1	Year 2	Year 3
Product Suite			
SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring)	\$17,445	\$21,333	\$26,355
DSL (a.k.a. BellSouth SPA DSL)	37,716	45,603	54,113
*Total Annual Minimum Revenues	\$55,161	\$66,936	\$80,468

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.6 Special Promotion – BellSouth ADSL Service (N)

25.6.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning May 2, 2002, and ending July 31, 2002. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of installed VCs, during the promotional period beginning May 2, 2002, and ending July 31, 2002, multiplied by the appropriate credit amount as set forth following. (N)
- (D) The check will be issued during the seventh month (i.e., February 2003) following the end of the promotional period. (N)
- (E) Installation of VCs must be completed prior to the end date of the promotional period in order to qualify for the credit. (N)
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit. (N)
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. (N)
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach and Wilmington (N)

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE
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25.6 Special Promotion – BellSouth ADSL Service (Cont'd) (N)

25.6.2 Description of Special Promotion (N)

(A) Special Promotional Offers (N)

This Special Promotion provides three promotional offers depending on the MSA in which the customer is located. They are Promotional Offer A, Promotional Offer B and Promotional Offer C, described as follows: (N)

(1) Promotional Offer A: (N)

(a) This offer is available to customers in the Atlanta, Miami and West Palm Beach MSAs. Customers will receive a one-time credit of \$40 for each new VC, as specified in 23.5.2.21(A)(1)(a), that is installed during the promotional period, provided that: (N)

- The total number of installed VCs is greater than the minimum demand target. (N)
- The customer's minimum demand target is equivalent to 80% of three (3) times the highest completed VC installation volume the customer attained in all MSAs listed in 25.6.1(G) preceding, as calculated by the Telephone Company, during any one of the following months: October, November, or December of 2001. (N)

(2) Promotional Offer B: (N)

(a) This offer is available to customers in the Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport and Wilmington MSAs. Customers will receive a one-time credit of \$80 for each new VC as specified in 23.5.2.21(A)(1)(a) that is installed during the promotional period, provided that: (N)

- The total number of installed VCs is greater than the minimum demand target. (N)
- The customer's minimum demand target is equivalent to 80% of three (3) times the highest completed VC installation volume the customer attained in all MSAs listed in 25.6.1(G) preceding, as calculated by the Telephone Company, during any one of the following months: October, November, or December of 2001. (N)

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EFFECTIVE: MAY 2, 2002

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25.6 Special Promotion – BellSouth ADSL Service (Cont'd) (N)

25.6.2 Description of Special Promotion (Cont'd) (N)

(A) Special Promotional Offers (Cont'd) (N)

3) Promotional Offer C: (N)

(a) This offer is available to customers in the Atlanta, Miami, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport, West Palm Beach and Wilmington MSAs. (N)

For each new Low Speed or High Speed, Asymmetric VC, and each new Symmetric VC as specified in 23.5.2.21(A)(2)(a) and 23.5.2.21(B)-(C) that is installed during the promotional period, customers will receive a credit of \$75 for VCs having a Month-To-Month commitment period and \$150 for VCs having a 13 month or greater commitment period, provided that: (N)

- During the promotional period, the customer must achieve a monthly total of at least 25 installed VCs to qualify to receive a credit. The credit will be provided up to a maximum of 300 installed VCs per month. (N)

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EFFECTIVE: JULY 1, 2005

ACCESS SERVICE
25 – Contract Tariffs

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

(T)

25.7.1 BellSouth ADSL Service – Promotion 1

25.7.1.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning June 1, 2002, and ending August 31, 2002.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of VCs installed during the promotional period, beginning June 1, 2002, and ending August 31, 2002, multiplied by the appropriate credit amount as set forth following.
- (D) The check will be issued during the seventh month (i.e., March 2003) following the end of the promotional period.
- (E) Installation of VCs must be completed on or before September 14, 2002, in order to qualify for the credit.
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit.
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff.
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach and Wilmington
- (H) The customer must elect this promotion not later than July 31, 2002, and in so doing is ineligible to receive credits under this tariff and credits under any other contract tariff promotion for BellSouth ADSL service currently in effect or that may become effective during the promotional period of this contract tariff. However, the customer will receive credits appropriate for either the contract tariff as specified in 25.6 or the contract tariff specified in 25.7.1, whichever is greater as calculated by the Telephone Company.

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- 25.7 Promotions (Cont'd) (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (Cont'd) (N)
- 25.7.1.2 Description (N)
- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of June 1, 2002 through August 31, 2002. (N)
- (1) For customers in the Atlanta, Miami and West Palm Beach MSAs: (N)
- (a) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$90 for each new VC that is installed during the period of June 1 through June 30, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 70% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (b) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$40 for each new VC that is installed during the period of July 1 through July 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 75% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (c) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$40 for each new VC that is installed during the period of August 1 through August 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 80% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (2) For customers in the Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport and Wilmington MSAs: (N)
- (a) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$130 for each new VC that is installed during the period of June 1 through June 30, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 70% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)

EFFECTIVE: JUNE 1, 2002

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- 25.7 Promotions (Cont'd) (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (Cont'd) (N)
- 25.7.1.2 Description (Cont'd) (N)
- (A) (Cont'd) (N)
- (2) Cont'd) (N)
- (b) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$80 for each new VC that is installed during the period of July 1 through July 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 75% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (c) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$80 for each new VC that is installed during the period of August 1 through August 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 80% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (B) BellSouth ADSL Service VCs specified in 7.2.17(C)(2) - (7) may be ordered under Terms and Conditions specified following during the period of June 1, 2002 through August 31, 2002. (N)
- (1) For customers in the Atlanta, Miami, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport, West Palm Beach and Wilmington MSAs: (N)
- (a) For each new VC that is installed during the period of June 1 through August 31, 2002, customers will receive a one-time credit of \$100 for VCs having a Month-To-Month commitment period and \$200 for VCs having a 13 month or greater commitment period. (N)

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ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions

(N)

25.7.2 BellSouth ADSL Service – Promotion 2

(N)

25.7.2.1 General Regulations

(N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning December 14, 2002, and ending February 28, 2003.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) Customers will receive credits as described in 25.7.2.2(B), 25.7.2.2(C), 25.7.2.2(D), and 25.7.2.2(E) following.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff.
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville

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25.7 Promotions (Cont'd) (N)

25.7.2 BellSouth ADSL Service – Promotion 2 (Cont'd) (N)

25.7.2.2 Description (N)

(A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of December 14, 2002 through February 28, 2003. (N)
(N)

(B) Customer will receive a credit equal to the nonrecurring charge stated in 23.5.2.21 for Virtual Circuits on all orders placed and installed between December 14, 2002 and December 31, 2002. Credit will appear on customer's February 2003 invoice. (N)
(N)
(N)

(C) Customer will receive a credit equal to the first month's recurring charge stated in 23.5.2.21 for Virtual Circuits on all orders placed between December 14, 2002 and February 28, 2003 and installed within two calendar weeks after ordering. Credits will appear on customer's February, March, and April 2003 invoices. (N)
(N)
(N)
(N)

(D) If the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer between December 14, 2002 and December 31, 2002 is 50% to 100% less than the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer from December 1, 2002 through December 13, 2002, customer will receive a credit of \$50 multiplied by this difference. Credit will appear on customer's February 2003 invoice. (N)
(N)
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(N)
(N)
(N)

(E) If the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer between December 14, 2002 and December 31, 2002 is 25% to 49% less than the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer from December 1, 2002 through December 13, 2002, customer will receive a credit of \$25 multiplied by this difference. Credit will appear on customer's February 2003 invoice. (N)
(N)
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25.7 Promotions (N)

25.7.3 BellSouth ADSL Service – Promotion 3 (N)

25.7.3.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning January 15, 2003, and ending June 30, 2003. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) Customers will receive credits as described in 25.7.3.2(B), 25.7.3.2(C), and 25.7.3.2(D) following. (N)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff. (N)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville (N)

25.7.3.2 Description (N)

- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of January 15, 2003 through June 30, 2003. (N)
- (B) Customer will receive a credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003. Credit will appear on customer's second monthly invoice. (N)
- (C) Customer will receive an additional credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(B) and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003 under a 13 month or greater term agreement. Credit will appear on customer's second monthly invoice. (N)
- (D) Customer will receive a credit equal to the thirteenth month's recurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed between January 15, 2003 and June 30, 2003 and installed within two calendar weeks after ordering. Credit will appear on customer's fourteenth monthly invoice. (N)

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ISSUED: MAY 13, 2004

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25.7 Promotions

25.7.5 BellSouth ADSL Service – Promotion 4

25.7.5.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period as described in 25.7.5.2.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) Customers will receive credits as described in 25.7.5.2 following.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff.
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville

25.7.5.2 Description

- (A) BellSouth ADSL Service VCs may be ordered under the Terms and Conditions specified following, during the period of March 22, 2003 through December 31, 2003. (C)
- (B) Customers ordering 100 or more BellSouth ADSL Virtual Circuits between March 22, 2003 and December 31, 2003 will receive a credit of \$40 against the nonrecurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits on all orders placed and installed between March 22, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
- (C) For new BellSouth ADSL Virtual Circuits ordered between May 1, 2003 and December 31, 2003, customers will receive a credit of \$5 against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$5 times the number of months that the new order is installed between May 1, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
- (D) Any BellSouth ADSL Virtual Circuit ordered and installed under this promotion that is disconnected prior to the completion of the minimum service period stated in 7.4.4 will not be eligible for the promotional credit.

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 10, 2003

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EFFECTIVE: DECEMBER 11, 2003

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25.7.7 BellSouth ADSL Service – Promotion 5 (Cont'd)

25.7.7.2 Description (Cont'd)

- (A) For new BellSouth ADSL orders totaling 100 or more BellSouth ADSL Virtual Circuits between September 3, 2003 and February 1, 2004, customers will receive a credit of \$3 per Virtual Circuit against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$3 times the number of Virtual Circuits times the number of months that the new order is installed between September 3, 2003 and February 1, 2004. Credit will appear on the customer's invoice following the end of the promotional period (February 1, 2004).

25.7.8 BellSouth ADSL Service - Promotion 6

25.7.8.1 General Regulations for Promotion 6

- (A) BellSouth ADSL Service Promotion 6 provides a special promotion for new BellSouth ADSL 44.210 Mbps Transport Capacity EUA connections used in conjunction with new LightGate service (a.k.a. BellSouth SPA Point to Point Network) orders and is valid during the period as described in 25.7.8.2 following.
- (B) The rates and charges for BellSouth ADSL EUA and 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 and charges for services included in Section 23 of this Tariff.
- (C) Customers will receive credits as described in 25.7.8.2 following, for monthly recurring charges incurred during the promotional period October 29, 2003 through June 30, 2004. (C)
(C)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of the this Tariff.
- Montgomery, Daytona Beach, Gainesville, Jacksonville, Melbourne, Miami, Orlando, Pensacola, West Palm Beach, Atlanta, Savannah, Evansville, Louisville, Owensboro, Baton Rouge, Lafayette, Lake Charles, Monroe, Shreveport, Biloxi, Jackson, Charlotte, Greensboro, Raleigh-Durham, Wilmington, Chattanooga, Knoxville, Memphis, Nashville, Columbia, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville.

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ISSUED: DECEMBER 10, 2003

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25.7.8 BellSouth ADSL Service – Promotion 6 (Cont'd)

25.7.8.1 General Regulations for Promotion 6 (Cont'd)

- (E) At the end of the promotional period the customer may elect to retain their EUA connection at 44.210 Mbps Transport speed and LightGate service (a.k.a. BellSouth SPA Point to Point Network) at the current tariff rates or move to a DS1 connection (or multiple DS1's) at the current tariff rates with no penalty unless noted below.

(C) (x)
(C) (x)
(C) (x)

- (1) Customers who order new LightGate service (a.k.a. BellSouth SPA Point to Point Network) on a month to month basis must maintain connectivity to EUA at the customer's desire port speed for a minimum of 12 months beginning from the installation period. Early termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply for customers who disconnect prior to the 12-month minimum term.
- (2) Customers who order new LightGate service (a.k.a. BellSouth SPA Point to Point Network) via a contract or Transport Payment Plan must maintain connectivity to EUA at the 44.210 Mbps Transport speed for the minimum LightGate service (a.k.a. BellSouth SPA Point to Point Network) commitment term. Early termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply for customers who disconnect prior to the minimum term.
- (3) Customers who are currently ordering under contract or Transport Payment Plan that wish to migrate to EUA connectivity to take advantage of this Promotion must meet the following requirements. The customer must install a new LightGate service (a.k.a. BellSouth SPA Point to Point Network) in conjunction with the new BellSouth ADSL 44.210 Mbps Transport. Once they have migrated their existing PVC subs to EUA subs, the customer can disconnect their current ATM connection. Terminations charges will not apply as long as the customer has a new commitment period equal to or longer than their existing commitment period. If the customer does not sign a new commitment period equal to or longer than their existing commitment period termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply.

- (x) Issued to become effective on December 11, 2003 under authority of Special Permission NO. 03-106.

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ISSUED: DECEMBER 2, 2004

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25.7.8 BellSouth ADSL Service – Promotion 6 (Cont'd)

25.7.8.2 Description for Promotion 6

- (A) EUA Connections and LightGate service (a.k.a. BellSouth SPA Point to Point Network) must be ordered under the Terms and Conditions specified following, during the period October 29, 2003 through June 30, 2004.
- (B) Customers who order new 44.210 Mbps Transport Capacity orders in conjunction with new LightGate service (a.k.a. BellSouth SPA Point to Point Network) orders and activate a minimum of 25 new EUA DSL Subscribers will receive the following credit. Credits will appear on the Customer's invoice beginning the month following the first bill for installation.
 - (1) A monthly credit of 75% of the total monthly combined services as described: LightGate service (a.k.a. BellSouth SPA Point to Point Network) including Local Channel, CO Channel, Channel Interface and Mileage and EUA Connections.
- (C) For all Bulk Conversions, the VC Configuration Rearrangement Charge stated in Section 23.5.2.21(D)(1)(c) of this Tariff will be waived. However, for single conversions of PVCs, the charges described in Section 23.5.2.21(D)(1)(c) of this Tariff will still be applicable.

25.7.9 BellSouth ADSL Service – Promotion 7

25.7.9.1 General Regulations for Promotion 7

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning March 3, 2004 and ending June 30, 2005. (C)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23.5.2.21 of this Tariff. The Company reserves the right to change the rates and charges for these services.
- (C) Customers will receive credits as described in 25.7.9.2 following. Credits will appear on the Customer's invoice within two billing cycles following installation.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the Metropolitan Statistical Areas (MSAs) listed in Section 23.2(A) and (B) of this Tariff. The customers must meet the described requirements found below.

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ISSUED: DECEMBER 2, 2004

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25.7.9 BellSouth ADSL Service – Promotion 7 (Cont'd)

25.7.9.2 Description for Promotion 7

- (A) BellSouth ADSL Service VCs may be ordered and installed under the Terms and Conditions specified following, during the period March 3, 2004 through June 30, 2005. (C)
- (B) This Special Promotion will be conducted for the time period described above. At the end of each promotional month, the customer will qualify for a one-time credit for each additional VC that falls within a specified range of additional VCs as shown in (C) below. The non-recurring credits will only apply against BellSouth ADSL Service VCs.
- (C) Customers ordering BellSouth ADSL Virtual Circuits between March 3, 2004 and June 30, 2005 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 23.5.2.21 as shown below: (C)

Volume Bands

- Band 1: 25% off the applicable non-recurring charge per additional Virtual Circuits 1 to 10
- Band 2: 50% off the applicable non-recurring charge per additional Virtual Circuit of at least 11 to 25
- Band 3: 75% off the applicable non-recurring charge per additional Virtual Circuit of at least 26 to 40
- Band 4: 100% off the applicable non-recurring charge per additional Virtual Circuit of 41 or more beginning January 1, 2005 (C)

The band for each customer will be determined at the end of each promotion month. Virtual Circuits purchased from 28.2.10 and 28.3.9 will also count towards the total additional VCs to determine the credit level. (C)

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: MARCH 17, 2004

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EFFECTIVE: APRIL 1, 2004

ACCESS SERVICE (N)
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25.7 Promotions (Cont'd) (N)

25.7.10 Special Promotion – BellSouth DS1 Diverse Service (N)

25.7.10.1 General Regulations (N)

(A) This tariff provides a Special Promotion for DS1 Diverse Service and is (N)
valid for the period beginning April 1, 2004, through September 30, (N)
2004, subject to the regulations, terms and conditions set forth herein. (N)

(B) The rates and charges for DS1 Diverse Service are set forth in Section (N)
23 of this Tariff. The Company reserves the right to change the terms, (N)
conditions, rates and charges for DS1 Diverse Service in Section 23 or (N)
other sections of this Tariff during the promotional period in (A) (N)
preceding, unless otherwise specified herein. (N)

(C) The regulations, terms and conditions for this Special Promotion shall (N)
apply for Zone 1 Metropolitan Statistical Areas (MSAs) that are equipped (N)
and operational for DS1 Diverse Service as of the effective date of this (N)
tariff. These Zone 1 MSAs must also be available in the following (N)
pricing flexibility MSAs: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, (N)
Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, (N)
Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, (N)
Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, (N)
Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, (N)
Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

25.7.10.2 Description of Special Promotion (N)

(A) This Special Promotion will be conducted for a 180-day period as set (N)
forth in 25.7.10.1(A), preceding. (N)

(B) The customer must subscribe to a new Transport Payment Plan (TPP), with (N)
a minimum 24-month contract term, for a new or existing BellSouth DS1 (N)
Diverse Service in order to receive a 15% credit each month on the DS1 (N)
Diverse Local Channel monthly rate for one-half the TPP contract term (N)
selected. (N)

(C) Unless otherwise noted herein, all TPP regulations in Section 2.4.8 of (N)
this Tariff shall apply, including termination liability regulations and (N)
waiver of nonrecurring charges when a minimum 12-month TPP contract term (N)
is selected. (N)

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ISSUED: MARCH 17, 2004

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EFFECTIVE: APRIL 1, 2004

ACCESS SERVICE (N)
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25.7 Promotions (Cont'd) (N)

25.7.10 Special Promotion – BellSouth DS1 Diverse Service Cont'd) (N)

25.7.10.3 Description of Special Promotion (Cont'd) (N)

(D) In addition to the TPP termination liability, this promotion will apply (N)
a termination penalty should the customer disconnect service prior to (N)
the end of the TPP term. The customer must repay all monthly credits (N)
received under this promotion up to the date of disconnect. (N)

(E) This promotion allows customers to receive rewards in the form of (N)
credits for the service offered under this promotion, and these credits (N)
will be applied to the customer's bill. Applicable taxes will be (N)
computed based on the full tariff price for the service, and credits (N)
will be applied to the service's full tariff price. Credits will not be (N)
applied to taxes. (N)

(F) Customers utilizing the month-to-month payment option for DS1 Diverse (N)
Service may participate in this promotion, but customers with an (N)
existing TPP may not participate in this promotion. (N)

(G) Monthly recurring credits given under this promotion will be applied to (N)
the customer's bill 30 days in arrears. (N)

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25.7 Promotions (Cont'd)

25.7.11 Special Promotion - BellSouth Customer Network Management Service (C)
(Cont'd) (C)

25.7.11.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth Customer Network Management Service for use in conjunction with DS1 (a.k.a. BellSouth SPA DS1) service and is valid for the period beginning April 1, 2004, through June 30, 2004, subject to the regulations, terms and conditions set forth herein. (C)
- (B) The rates and charges for BellSouth Customer Network Management Service and DS1 (a.k.a. BellSouth SPA DS1) service are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth Customer Network Management Service and DS1 (a.k.a. BellSouth SPA DS1) service in Section 23 or other sections of this Tariff during the promotional period in (A) preceding, unless otherwise specified herein. (C)
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below: (C)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.7.11.2 Eligibility Requirements

- (A) This Special Promotion will run for the period specified in 25.7.11.1(A) above.
- (B) The customer must meet the following eligibility requirements in order to participate in this Special Promotion.
- (1) The customer's BellSouth Customer Network Management Service and DS1 (a.k.a. BellSouth SPA DS1) service must be located in one of the MSAs specified in 25.7.11.1(C), preceding. (C)
- (2) The customer must have an existing Area Commitment Plan (ACP) set forth in 2.4.8(B) of this Tariff.
- (3) Effective April 23, 2004, customers with a BellSouth Premium Service Incentive Plan (PSIP), as set forth in 2.4.8(G) of this Tariff, may also participate in this promotion.

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25.7 Promotions (Cont'd)

25.7.11 Special Promotion - BellSouth Customer Network Management Service (C)
Cont'd) (C)

25.7.11.3 Description

(A) This Special Promotion will be conducted for a 90-day period and applies to BellSouth Customer Network Management Service for use with DS1 (a.k.a. BellSouth SPA DS1) service. This promotion offers two options: (C)

(1) Option 1:

This option provides a 50% monthly credit, for a 12-month period, on the monthly recurring charges associated with BellSouth Customer Network Management Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 24-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth Customer Network Management Service Channel Connection within the 90-day promotional period. The BellSouth Customer Network Management Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability shall apply. (C)
- A termination penalty will also apply under this promotion should the customer disconnect the BellSouth Customer Network Management Service Channel Connection prior to the 24-month CSPP. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer. (C)

(2) Option 2:

This option waives all nonrecurring charges (if applicable) and provides a 50% monthly credit, for a 12-month period, on the monthly recurring charges associated with BellSouth Customer Network Management Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 36-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth Customer Network Management Service Channel Connection within the 90-day promotional period. The BellSouth Customer Network Management Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability shall apply. (C)
- A termination penalty will also apply under this promotion should the customer disconnect the BellSouth Customer Network Management Service Channel Connection prior to the 36-month CSPP. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer. (C)

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ISSUED: JULY 29, 2005

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25.7 Promotions (Cont'd)

25.7.11 Special Promotion - BellSouth Customer Network Management Service (C)
Cont'd)

25.7.11.3 Description (Cont'd)

- (B) This promotion allows customers to receive rewards in the form of credits for the service offered under this promotion, and these credits will be applied to the customer's bill. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (C) Monthly recurring credits given under this promotion will be applied to the customer's bill 30 days in arrears.
- (D) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date.

EFFECTIVE: JULY 31, 2004

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25.7 Promotions (Cont'd)

25.7.12 Special Promotion – BellSouth Wavelength Service

25.7.12.1 General Regulations

- (A) A Special Promotion for BellSouth Wavelength Service will be provided for a three-month period beginning August 1, 2004, through October 31, 2004, subject to the terms and conditions set forth herein.
- (B) The terms, conditions, rates and charges for BellSouth Wavelength Service apply as set forth in Section 23 of this Tariff, unless otherwise specified herein. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth Wavelength Service in Section 23 or other sections of this Tariff during the promotional period in (A) preceding.
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below:
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.7.12.2 Promotion Description

- (A) Customers must subscribe to a 12-month or greater Transport Payment Plan (TPP) for new BellSouth Wavelength Service during the period specified in 25.7.12.1(A) above in order to receive credits for two months of the applicable TPP monthly recurring charges for all rate elements associated with BellSouth Wavelength Service. Credit will be applied each month as set forth in (E) below.
- (B) All TPP regulations including termination liability set forth in Section 2.4.8 of this Tariff shall apply for BellSouth Wavelength Service. In addition, a termination penalty will also apply with this promotion should the customer disconnect BellSouth Wavelength Service within 12 months of establishing the service. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer.
- (C) Credits given under this promotion are in addition to credits the customer may receive under Transport Savings Plan (TSP) or Premium Service Incentive Plan (PSIP) as provided in Section 2.4.8 of this Tariff.
- (D) This promotion allows customers to receive rewards in the form of credits for BellSouth Wavelength Service. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (E) Monthly recurring credits given under this promotion will be applied to the customer's bill 30 days in arrears (i.e., the next month's bill period).

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1ST REVISED PAGE 25-62.20
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EFFECTIVE: AUGUST 13, 2005

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25.7 Promotions (Cont'd)

25.7.13 Special Promotion–SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)

25.7.13.1 General Regulations

- (A) A Special Promotion for SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring) will be provided for a three-month period beginning August 1, 2004, through October 31, 2004, subject to the regulations, terms and conditions set forth herein.
- (B) The rates and charges for services in this promotion 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 promotional period in (A) preceding, unless otherwise specified herein.
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.7.13.2 Description of Special Promotion

- (A) This promotion provides a credit, as set forth in (B) below, when the customer orders the Surveillance feature in conjunction with a new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) during the promotional period above. The Surveillance feature for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) is a BellSouth Customer Network Management Service option in Section 25 of this Tariff. The Surveillance feature is provided Per Node for OC-1, OC-3/OC-3+, OC-12, OC-48/OC-48+, and OC-192/OC-192+ SMARTRing Service (a.k.a. BellSouth SPA Customer Reconfiguration). (C)
- (B) The customer will receive a credit equivalent to three months of monthly recurring charges associated with the Surveillance feature, per node. The customer may utilize the Surveillance feature for a minimum of three months after which the customer will have the option of continuing use of the feature at the appropriate monthly recurring charges or disconnecting the feature. If the customer elects to disconnect the feature, the customer must notify the Company within 30 days following the three-month minimum period to disconnect the feature and as such, any applicable termination liability associated with a Channel Services Payment Plan (CSPP) will not apply. However, if the customer disconnects the feature any time after 30 days following the three-month minimum period, any applicable CSPP termination liability will apply. (C)

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ISSUED: JULY 16, 2004

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(N)

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(N)

25.7 Promotions (Cont'd)

(N)

25.7.13 Special Promotion–SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
(Cont'd)

(N)

(N)

25.7.13.2 Description of Special Promotion (Cont'd)

(N)

(C) Credits given under this promotion are in addition to credits provided under Transport Savings Plan (TSP) or Premium Service Incentive Plan (PSIP), both set forth in Section 2.4.8 of this Tariff.

(N)

(N)

(N)

(D) This promotion allows customers to receive rewards in the form of credits. Applicable taxes will be computed based on the full tariff price for the service(s) provided herein, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

(N)

(N)

(N)

(N)

(E) Credits given under this promotion will be applied to the customer's bill within three months of the service date. If the customer disconnects the Surveillance feature prior to the end of the three-month minimum period, the customer will be required to repay the Company 100% of the feature's monthly recurring charge for each full month remaining in the minimum period. The customer will not be required to repay the monthly recurring charge for any fractional month remaining in the minimum period.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-62.22
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EFFECTIVE: APRIL 30, 2005

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25.7 Promotions (Cont'd)

25.7.14 Special Promotion - BellSouth DSL "Connect for Less – Phase II" (C)(x)

25.7.14.1 Description

During the promotion period beginning April 30, 2005 and continuing through December 31, 2005, when a customer orders BellSouth Session Based DSL 1.5Mbps x 256Kbps as detailed in 23.5.2.22, either as a new service or as an upgrade from existing BellSouth ADSL Service provided at a lower speed, a service credit of six dollars (\$6.00) will be applied to the customer's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. During the promotion period, when a customer orders BellSouth ADSL Service 3.0Mbps x 384Kbps as detailed in 23.5.2.21, either as new service or as an upgrade from existing BellSouth ADSL Service provided at a lower speed, a service credit of ten dollars (\$10.00) will be applied to the customer's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. All nonrecurring charges shall be billed at the normal rate and all minimum purchase and length of service requirements still apply.

25.7.14.2 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth Digital Subscriber Line Service and is valid during the period beginning April 30, 2005 and continuing through December 31, 2005.
- (B) The rates and charges for BellSouth Session Based DSL Service are set forth in 23.5.2.22 of this Tariff and the rates for BellSouth ADSL Service are as set forth in 23.5.2.21 of this Tariff. The Company reserves the right to change the rates and charges for these services.
- (C) Customers will receive service credits as described in 25.7.14.1 preceding. Service credits will appear on the Customer's invoice within three billing cycles following installation.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

(x) Material on this page is new and replaces expired promotion material previously appearing on this page.

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-62.23

EFFECTIVE: FEBRUARY 15, 2005

ACCESS SERVICE (N)
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25.7 Promotions (Cont'd) (N)

25.7.15 Special Promotion – BellSouth Network Visibility Service (NVS) (N)

25.7.15.1 Description (N)

For customers ordering and installing BellSouth Network Visibility Service (NVS) during the promotional period from February 15, 2005 to May 14, 2005, Non-Recurring Charges are waived for BellSouth Network Visibility Service (NVS) Fault Management and On Demand Statistics and BellSouth NVS Fault Management, On Demand Statistics and Performance Reports per Network Interface or Connection. The following criteria must be met: (N)

- BellSouth NVS ordered under this promotion must remain in place for a minimum of 6 months; and (N)
- The service application date must occur during the promotion period. (N)

The Non-Recurring Charge will be assessed if BellSouth NVS that has received free installation is disconnected prior to the six-month period expiring. (N)

25.7.15.2 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth NVS and is valid during the period beginning February 15, 2005 and continuing through May 14, 2005. (N)
- (B) The rates and charges for BellSouth NVS are set forth in 23.5.3.6(B) and (C) of this Tariff. The Company reserves the right to change the rates and charges for these services. (N)
- (C) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the Metropolitan Statistical Areas (MSAs) listed in Section 23.2(A) and (B) of this Tariff. The customer must meet the requirements stated in the promotion description, as described in 25.7.15.1 above. (N)

EFFECTIVE: MARCH 31, 2005

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25.7 Promotions (Cont'd)¹

(N)

25.7.16 Special Promotion – DS1 (a.k.a. BellSouth SPA DS1) Service

25.7.16.1 General

- (A) A Special Promotion for DS1 (a.k.a. BellSouth SPA DS1) service will be provided for a six-month period beginning April 1, 2005, through September 30, 2005, subject to the regulations, terms and conditions provided herein.
- (B) The rates, charges, terms and conditions for the service(s) in this promotion shall apply as set forth in Section 23 of this Tariff unless otherwise noted herein. The Company reserves the right to change the rates, charges, terms, and conditions for the service(s) in this promotion during the promotional period in (A) above.
- (C) This promotion shall apply for the Full Service Relief and Limited Service Relief MSAs specified in Section 23 of this Tariff.

25.7.16.2 Description of Special Promotion

- (A) The purpose of this promotion is to provide credits to customers currently under a Local Channel Area Commitment Plan (ACP) who order multiple Local Channels for DS1 (a.k.a. BellSouth SPA DS1) service on a single Access service request (ASR) within the six-month promotional period in 25.7.16.1(A) above subject to the following conditions.
 - (1) Customers ordering up to seven SPA DS1 Local Channels to an end user location on a single ASR will receive a \$275 one-time credit for each Local Channel over and above the second Local Channel ordered on the ASR. All Local Channels on the ASR must be installed at the same end user location and must have the same service establishment date, which must be no later than October 31, 2005. (Local Channel USOC: TMECS)
 - (2) Customers must have an ACP for DS1 Local Channels already in place at least thirty days prior to the beginning of the promotion. All ACP regulations including shortfall regulations shall apply as set forth in Section 2.4.8 of this Tariff. Credits earned under this promotion are in addition to credits provided under ACP.
 - (3) A minimum service period of twelve months shall apply for all SPA DS1 circuits installed under this promotion. Should the customer disconnect service prior to the twelve month minimum period, the customer must repay any credit received for the disconnected circuit and the Company will bill such amount to the customer within 90 days of the disconnect date.
- (B) Credits the customer earns under this promotion will be applied to the customer's bill within 90 days after the end of the promotion.
- (C) This promotion provides rewards in the form of credits, which shall be computed on the full tariff price for the service in this promotion. Taxes will also be computed on the service's full tariff price. Credits will not be applied to taxes.

Note 1: All material on this page is new.

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

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EFFECTIVE: MARCH 30, 2006

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

25.7.17 Special Promotion – BellSouth Metro Ethernet Service Application Test

25.7.17.1 General

(A) Customers may subscribe to this promotion within sixty (60) days following the effective date of this tariff. The subscription period expires July 13, 2005.

(B) Upon subscribing to this promotion, customers will be allowed to participate in an Application Test of BellSouth Metro Ethernet Service for up to three months, which may occur anytime during the period of May 1, 2005, and December 31, 2005. All Application Tests must be concluded no later than December 31, 2005.

The Application Test period is being extended an additional five months. (C)
All Application Tests must be concluded no later than May 31, 2006. (C)

(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 application need prior to the customer placing a firm order for the service.

(D) Customers may elect to participate in this promotion within the 60-day 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 customers subscribing to this promotion in the Full Service Relief Metropolitan Statistical Areas (MSAs) defined in Section 23 of this Tariff.

25.7.17.2 Description

(A) An Application Test of BellSouth Metro Ethernet will be conducted for up to three months as set forth in 25.7.17.1(B) preceding. At the end of the Application Test, the customer must either discontinue the service or continue the service under month-to-month rates or Transport Payment Plan (TPP) monthly rates as provided in 2.4.8 of this Tariff.

(B) Customers may include up to four BellSouth Metro Ethernet Connections in the Application Test. The customer's premises must be within ten airline miles of the nearest BellSouth Metro Ethernet equipped wire center.

(C) During the three-month test period, the customer will not be charged the BellSouth Metro Ethernet nonrecurring charges and monthly rates. However, the customer must pay the nonrecurring charges for certain options, if requested, during the test period, which are: 1) Service and System Reconfiguration Charges, 2) Q-Forwarding Service Establishment Charge and 3) Metro Ethernet Reporting Service Establishment Charge and Security Card Charge.

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1ST REVISED PAGE 25-62.26
CANCELS ORIGINAL PAGE 25-62.26

EFFECTIVE: JULY 1, 2005

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) (T)

25.7.17 Special Promotion – Metro Ethernet Service Application Test (Cont'd) (T)

25.7.17.2 Description (Cont'd) (T)

- (D) 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 three-month test period has expired.
- (E) 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, which will be billed immediately following the end of the three-month test period. If changes are required to the service's configuration, the customer will be billed the applicable reconfiguration nonrecurring charges.
- (F) The rates and charges for the services in this promotion 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 the promotional period unless otherwise specified herein.
- (G) Customers subscribing to this promotion must maintain minimum-billed monthly recurring revenues of \$500,000 per month during the three-month test period for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and LightGate service (a.k.a. BellSouth SPA Point to Point Network) in the Full Service Relief MSAs specified in 25.7.17.1(D) preceding. (T)
- (H) These minimum-billed monthly recurring revenues will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, etc). Non-recurring charges and taxes will not be included in these revenues.
- (I) 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 promotion.
- (J) Customers subscribing to this promotion must not currently subscribe to BellSouth Metro Ethernet Service or have previously subscribed to the service.
- (K) Customers may participate only once in the Application Test under this promotion. The Company will not accept more than one request from the same customer to participate in the Application Test.
- (L) 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 promotion.

EFFECTIVE: JULY 1, 2005

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

25.7.18 BellSouth DSL "Rev Up for Savings" - Special Promotion

25.7.18.1 Description

- (A) Customer may receive billing credit for a portion of the non-recurring charges associated with new BellSouth ADSL Service and BellSouth Session Based DSL Service Virtual Circuits (VCs) ordered during the "Rev Up for Savings" promotion period beginning July 1, 2005 and continuing through December 31, 2005.
- (B) At the end of each promotional month, a customer will qualify for a one-time credit as detailed in the matrix following for each additional VC ordered based on the number of orders completed during the promotional month. The non-recurring credits will only apply against BellSouth ADSL Service and BellSouth Session Based DSL Service VCs.
- (C) Customers ordering BellSouth ADSL and/or BellSouth Session Based Virtual Circuits between July 1, 2005 and December 31, 2005 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 23.5.2.21(A) through (C) or 23.5.2.22(A) as follows:

Number of Orders Completed During Promotion Month	% of Non-Recurring Charge Applied as One Time Credit to each additional VC Ordered
1 to 10	25%
11 to 25	50%
26 to 40	75%
41 or more	100%

- (D) The credit for each customer will be determined at the end of each promotion month. Virtual Circuits purchased from Section 28.3.9 will also count towards the total additional VC orders to determine the credit level.

25.7.18.2 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning July 1, 2005 and ending December 31, 2005.
- (B) The rates and charges for BellSouth ADSL Service are set forth in 23.5.2.21 preceding and for BellSouth Session Based DSL Service in Section 23.5.2.22 of this Tariff. The Company reserves the right to change the rates and charges for these services.

¹ All material on this page is new.

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ISSUED: JUNE 16, 2005

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EFFECTIVE: JULY 1, 2005

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

25.7.18 BellSouth DSL "Rev Up for Savings" - Special Promotion (Cont'd)

25.7.18.2 General Regulations (Cont'd)

- (C) Customers will receive credits as described in 25.7.18.1 preceding.
Credits will appear on the Customer's invoice within two billing cycles following installation.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

¹ All material on this page is new.

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ISSUED: JULY 29, 2005

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1ST REVISED PAGE 25-62.29
CANCELS ORIGINAL PAGE 25-62.29

EFFECTIVE: AUGUST 13, 2005

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

25.7.19 Special Promotion - BellSouth Customer Network Management Service (C)
(Cont'd) (C)

25.7.19.1 General Regulations

- (A) This Special Promotion is provided for BellSouth Customer Network Management Service when used in conjunction with DS1 Service (a.k.a. BellSouth SPA DS1). The Promotion will begin July 1, 2005, and will conclude December 31, 2005. (C)
- (B) The rates and charges for BellSouth Customer Network Management Service and DS1 Service (a.k.a. BellSouth SPA DS1) are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth Customer Network Management Service and DS1 Service (a.k.a. BellSouth SPA DS1) in Section 23 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein. (C)
- (C) The regulations, terms and conditions for this Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff. (C)

25.7.19.2 Description

- (A) This Promotion will be conducted for a six-month period and provides credits to customers subscribing to BellSouth Customer Network Management Service when used in conjunction with DS1 Service (a.k.a. BellSouth SPA DS1). Two options are offered: (C)

(1) Option 1:

This option provides a 50% monthly credit, for a 12-month period, on the monthly recurring rates associated with BellSouth Customer Network Management Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 24-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth Customer Network Management Service Channel Connection within the six-month promotional period in 25.7.19.1(A) above. The BellSouth Customer Network Management Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability regulations shall apply. (C)
- A termination penalty will also apply under this promotion should the customer disconnect the BellSouth Customer Network Management Service Channel Connection prior to the 24-month CSPP. The customer will be required to repay all credits received under this Promotion and the Company will bill such amount to the customer. (C)

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ISSUED: JULY 29, 2005

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1ST REVISED PAGE 25-62.30
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EFFECTIVE: AUGUST 13, 2005

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

25.7.19 Special Promotion - BellSouth Customer Network Management Service
Cont'd)

(C)
(C)

25.7.19.3 Description

(A) (Cont'd)

(2) Option 2:

This option waives all nonrecurring charges (if applicable) and provides a 50% monthly credit, for a 12-month period, on the monthly recurring charges associated with BellSouth Customer Network Management Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions:

(C)
(C)

- The customer must subscribe to a new 36-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth Customer Network Management Service Channel Connection within the six-month promotional period. The BellSouth Customer Network Management Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability shall apply.
- A termination penalty will also apply under this Promotion should the customer disconnect the BellSouth Customer Network Management Service Channel Connection prior to the 36-month CSPP. The customer will be required to repay all credits received under this Promotion and the Company will bill such amount to the customer.

(C)
(C)
(C)
(C)

(C)
(C)

- (B) This Promotion allows customers to receive rewards in the form of credits for the service offered under this Promotion, and these credits will be applied to the customer's bill. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (C) Monthly recurring credits given under this Promotion will be applied to the customer's bill 30 days in arrears.
- (D) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date.

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ISSUED: JUNE 15, 2006

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-62.31
CANCELS ORIGINAL PAGE 25-62.31

EFFECTIVE: JUNE 30, 2006

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) (T)

25.7.20 Special Promotion – Service Installation Interval Reductions (Cont'd)

25.7.20.1 General Regulations

- (A) This Special Promotion offers a reduction in the standard intervals for installation of new SPA DS3 Services for the period beginning December 9, 2005, and ending June 30, 2006. This Promotion is being extended an additional month to conclude July 31, 2006. (C)
(N)
- (B) The regulations, terms and conditions for this Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Promotion 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 during the promotional period in (A) above.

25.7.20.2 Description

- (A) This Promotion provides a reduction of two (2) to six (6) business days in the standard intervals for SPA DS3 Services ordered during the promotional period specified in 25.7.20.1(A) above. The reduced standard intervals are offered for new service installations only.
- (B) The following services qualify for the two (2) to six (6) business-day reduction in the standard intervals. The number of days the interval will be reduced is dependent on the service configuration.
 - LightGate Service (a.k.a. BellSouth SPA DS3 Point to Point Network)
 - SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), SPA DS3 Interfaces
- (C) Standard intervals for the above SPA DS3 Services are available to customers upon request.
- (D) Customer requested advancement of the reduced standard intervals offered under this Promotion shall be handled in accordance with regulations set forth in Section 5 of this Tariff.

EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

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

(N)

25.7.21 BellSouth DSL "EUA Conversion" – Special Promotion

25.7.21.1 Description

- (A) When an NSP orders new DS1 or DS3 facilities (upgrades excluded) for use to transport to a BellSouth DSL End User Aggregation (EUA) port their DSL service that is currently routed to an NSP's BellSouth ATM port over BellSouth DS1 or DS3 facilities, nonrecurring charges and one (1) month's recurring charges for such new DS1 or DS3 facilities shall be credited to the NSP's account and will appear on the NSP's invoice within three billing cycles following installation. In addition, Termination Liability Charges (TLCs) for disconnection of NSP's existing DS1 or DS3 facilities used to transport the NSP's DSL service to their existing ATM port and for disconnection of that ATM port shall not apply when disconnection is requested in conjunction with DSL service converted to from ATM to EUA.

25.7.21.2 General Regulations

- (A) This Special Promotion applies only to NSPs who are transporting their DSL service over BellSouth DS1 or DS3 facilities to a BellSouth ATM port and who have had those facilities and ports in place for their DSL service since November 15, 2005 or prior to that date.
- (B) The number of new DS1 or DS3 facilities ordered for use to transport NSP DSL to an EUA port for which nonrecurring and one (1) month's recurring charges can be credited shall be the same as the number of DS1 or DS3 facilities used to transport the NSP's DSL service to an ATM port which are being disconnected to accommodate conversion of NSP's DSL from ATM to EUA.
- (C) NSP must place DS1 or DS3 orders under either the Area Commitment Plan (ACP), the Channel Services Payment Plan (CSPP) or the Transport Payment Plan (TPP) during the period beginning February 1, 2006 and continuing through May 15, 2006.
- (D) NSP must retain BellSouth services ordered under this Promotion for a minimum service period of 12 months. Services ordered under this Promotion that are disconnected prior to reaching the 12 month minimum service period will result in BellSouth billing back to the NSP all Promotional discounts, in addition to any relevant termination liability charges associated with the services disconnected.

¹ All material on this page is new.

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ISSUED: JUNE 15, 2006

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-62.33
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EFFECTIVE: JUNE 30, 2006

ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) (T)

25.7.22 Special Promotion – Service Installation Interval Reduction (Cont'd)

25.7.22.1 General Regulations

- (A) This Promotion is offered for the period beginning March 31, 2006, and ending June 30, 2006. This Promotion is being extended an additional month to conclude July 31, 2006. (C)
(N)
- (B) The regulations, terms and conditions for this Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Promotion 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 during the promotional period in (A) above.

25.7.22.2 Description

- (A) If the customer submits an access service request (ASR) for a service in (B) following and the Company determines that the service requires a negotiated interval, this Promotion offers a reduction in the negotiated interval without charge to the customer under the following conditions:
- (1) The Company's current guidelines for evaluating changes in operational conditions will be used to determine if the negotiated interval can be improved. The Company's negotiated interval guidelines are available to customers upon request.
 - (2) If the Company determines the negotiated interval can be improved, the customer may be required to supplement the original ASR to indicate acceptance of the improved service date.
 - (3) The improved service interval must be equal to or greater than the standard interval for the requested service.
 - (4) The improved service interval applies to new service installations only (i.e., service rearrangements and moves of existing services do not qualify).
- (B) This Promotion applies to the following services:
- LightGate Service (a.k.a. BellSouth SPA Point to Point Network 1 DS3 Capacity)
 - SPA DS3 Interfaces on SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)
- (C) Service Date Advancement charges in Section 5.1.1 of this Tariff will be waived for orders that meet the conditions of this Promotion. All other ordering conditions and charges in Section 5 shall apply as appropriate for services ordered under this Promotion.

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.

¹ All material on this page is new.

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)

25.7.23.2 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

¹All material on this page is new.

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)

25.7.23.3 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.

¹ All material on this page is new.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.8 Contract Tariff – No. 006 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on July 19, 2004. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 006 in the Metropolitan Statistical Areas (MSAs) defined in 25.8.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.8.1(G), following. (N)
(N)
(N)

25.8.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)
(N)
(N)
(N)
(N)
(N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.8.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.8.2, following. These revenues are for the combined MSAs set forth in Section 25.8.1(B), preceding, and for the services described in Section 25.8.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.8.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.8.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.8.1(F)(2), following.

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TARIFF F.C.C. NO. 1
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EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.8 Contract Tariff – No. 006 (Cont'd) (N)

25.8.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.8.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.8.1(F)(1)(a), preceding. (N)
(N)
(N)
(N)
(N)
(N)

The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
(N)
(N)
(N)

The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue. (N)
(N)
(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.8.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.8.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.8.1(F)(2) following.	(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$23,040,000. The customer will be awarded an Annual Incentive of \$117,300 computed using Table 1 in 25.8.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$23,040,000 - \$21,085,000) \times 6\% = \$117,300$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$15,585,000 (see Table 2 in 25.8.2). The customer will be awarded a Product Suite Annual Incentive of \$117,300, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$748,750	(N)
Product #2: \$3,147,500	(N)
Total Products #1 and #2: \$3,896,250	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.8.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$116,887.50 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$748,750 \times 3\%) + (\$3,147,500 \times 3\%)] = \$116,887.50$	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.8.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.8.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.8.1(F)(1)(b), preceding.	(N) (N) (N) (N) (N) (N) (N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual Baseline Revenue each contract term year as specified in 25.8.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.8.1(G).	(N) (N) (N) (N)
Failure to achieve the minimum annual Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N) (N) (N) (N) (N)

EFFECTIVE: JUNE 20, 2002

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.8 Contract Tariff – No. 006 (Cont'd) (N)
- 25.8.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein. (N)
- (b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.8.2 following. (N)
- (c) Customers must subscribe to the Transport Payment Plan for the applicable services provided in this Contract Tariff. (N)
- (4) Mergers and Acquisitions (N)
- In the event the customer merges with another company or is acquired by another company, the following regulations will apply: (N)
- (a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff. (N)
- (b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition. (N)
- (c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein. (N)
- (5) Revenue Accumulation by Bill Period (N)
- The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date. (N)

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-71

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

(N)

25 – Contract Tariffs (Cont'd)

(N)

25.8 Contract Tariff – No. 006 (Cont'd)

(N)

25.8.1 General Regulations (Cont'd)

(N)

(F) Classifications, Practices and Regulations (Cont'd)

(N)

(6) Tax Exclusions

(N)

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(N)

(N)

(N)

(N)

(7) Existing Discount Plans

(N)

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

(N)

(N)

(N)

(N)

(8) Performance Measures

(N)

The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.8.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$18,200,000 for services specified in 25.8.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.8.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.8.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Confirmation Receipt (FOC)
- New Circuit Failure Rate
- Mean Time to Repair (MTTR) Hours

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD)</u> :	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>New Circuit Failure Rate</u>	(N)
This metric measures the percent of new customer circuits installed by the Company where a reported trouble was found in the network within 30 days of order completion. A service is considered to have a problem or trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance; CPE troubles; subsequent trouble reports where the initial trouble is pending; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N)
- Business Rule: The number of Measured Trouble Reports (excludes troubles closed to Customer Premises Equipment and Independent Exchange Company Information) on newly installed lines (Adds Only) within thirty-days/divided by total new lines for the previous month.	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

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ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-77

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual Baseline revenue of \$18,200,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.8.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.8.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.8.1(G)(4), preceding.

(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.

(c) The Monthly Revenue at Risk will be determined as follows:

(Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk

(\$18,200,000 X 1%) divided by 12 = \$15,167

(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.8.1(G)(6) and (7) following.

Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows:

(Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy

(\$15,167 X 17.5%) X 25% = \$663.56

(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	17.5%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	17.5%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Timeliness			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	5%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	5%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
New Circuit Failure Rate			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<= 5%	0%
		5.01 – 6.25%	25%
		6.26 – 7.5%	50%
		>7.5%	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<= 10%	0%
		10.01 – 12.5%	25%
		12.26 – 15%	50%
		>15%	100%

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	12.5%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	12.5%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: JUNE 20, 2002

ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.8.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$21,085	\$24,458
(%) Annual Incentives		
5%	> \$21,085 - 22,139	> \$24,458 - 25,681
6%	> 22,139 - 23,193	> 25,681 - 26,904
7%	> 23,193 - 24,247	> 26,904 - 28,126
Maximum Revenues	\$24,247	\$28,126

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.8.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
Product Suite		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 2,394	\$ 2,777
DSL (a.k.a. BellSouth SPA DSL)	9,965	11,559
*Total Annual Minimum Revenues	\$12,359	\$14,336

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.9 Contract Tariff – No. 007 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on September 16, 2004. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 007 in the Metropolitan Statistical Areas (MSAs) defined in 25.9.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.9.1(G), following. (N)

25.9.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.9.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenues and product level annual minimum-billed revenues are provided in Section 25.9.2, following. The annual minimum-billed revenue volumes are for the combined MSAs set forth in Section 25.9.1(B), preceding, and for the services described in Section 25.9.1(C), preceding. The product level annual minimum-billed revenues are for the combined MSAs set forth in Section 25.9.1(B), preceding, and for the services specified in 25.9.2, Table 2. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product level annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

There are two levels of incentives provided in this Contract Tariff: 1) Annual Incentive and 2) Product Level Quarterly Incentive. In order to be eligible for these incentives each contract term year, the customer must achieve the annual minimum-billed revenue and the product level annual minimum-billed revenue (for each individual product) as set forth in Section 25.9.2, Tables 1 and 2, following. The incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental annual billed revenue that exceeds the annual minimum-billed revenue for each contract term year. The annual minimum-billed revenue volumes and the Annual Incentive percentages are provided in 25.9.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue for that contract term year. Further, Shortfall Penalty regulations set forth in 25.9.1(F)(2), following, will apply.

EFFECTIVE: AUGUST 17, 2002

- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.9 Contract Tariff – No. 007 (Cont'd) (N)
- 25.9.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (1) Application of Contract Tariff Incentives (Cont'd) (N)
- (b) Product Level Quarterly Incentive (N)
The two products shown in Section 25.9.2, Table 2, following, are (N)
available for a Product Level Quarterly Incentive. This quarterly (N)
incentive will be computed on the monthly-billed revenue for the (N)
selected products in each contract term year and will be awarded on (N)
a quarterly basis under the following conditions: (N)
- The Company will monitor on a quarterly basis both the customer's (N)
annual minimum-billed revenue in Section 25.9.2, Table 1, and the (N)
product level annual minimum-billed revenue¹ provided in Section (N)
25.9.2, Table 2, in each contract term year to determine if the (N)
customer is on schedule in achieving the quarterly objectives of (N)
both the annual minimum-billed revenue and the product level (N)
annual minimum-billed revenue. The scheduled objective for the (N)
first quarter is 25% of the annual minimum-billed revenue and 25% (N)
of the product level annual minimum-billed revenue; for the second (N)
quarter 50% of the annual minimum-billed revenue and 50% of the (N)
product level annual minimum-billed revenue; for the third quarter (N)
75% of the annual minimum-billed revenue and 75% of the product (N)
level annual minimum-billed revenue; and for the fourth quarter (N)
100% of the annual minimum-billed revenue and 100% of the product (N)
level annual minimum-billed revenue. (N)
 - In each contract term year, the customer will receive the Product (N)
Level Quarterly Incentive on a quarterly basis only if the (N)
scheduled objectives for both the annual minimum-billed revenue (N)
and the product level annual minimum-billed revenues are met. For (N)
example, if the first quarter's scheduled objectives are not met, (N)
the first quarter incentive award will be delayed until the second (N)
quarter. If the second quarter objectives are not met, the monthly (N)
incentive award for the first and second quarters will be delayed (N)
until the third quarter. If the customer meets the third quarter (N)
objectives, the monthly incentives for the first, second and third (N)
quarters will be awarded to the customer. (N)

¹The scheduled objective for the product level annual minimum-billed revenues (N)
must be achieved for each individual product shown in 25.9.2, Table 2. (N)

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ISSUED: AUGUST 16, 2002

TARIFF F.C.C. NO. 1
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EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Level Quarterly Incentive</u> (Cont'd)	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue and the product level annual minimum-billed revenues, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.9.1(F)(2).	(N) (N) (N) (N) (N) (N)
- Should the customer in any quarter achieve the scheduled objective for the annual minimum-billed revenue but does not achieve the scheduled objective for one of the specified products, the customer will not be awarded the Product Level Quarterly Incentive for such product. However, the customer will be awarded the Product Level Incentive for the product in which the scheduled objective was achieved.	(N) (N) (N) (N) (N) (N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with annual billed revenue of \$85,235,400. The customer will be awarded an Annual Incentive of \$1,089,792 computed using Table 1 in 25.9.2 as follows:	(N)
	(N)
(Annual Billed Revenue Achieved – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(85,235,400 – 79,181,000) X 18% = \$1,089,792	(N)
- <u>Example 2: Product Level Quarterly Incentive:</u>	(N)
The customer achieved monthly revenues for the first quarter for each individual product as follows:	(N)
Product #1: \$4,342,750	(N)
Product #2: \$5,551,250	(N)
The customer met the scheduled objective of 25% for both the annual minimum-billed revenue and the product level annual minimum-billed revenue as shown in Tables 1 and 2 of 25.9.2. Therefore, the customer is eligible for a Product Level Quarterly Incentive for the first quarter of \$494,700 computed as follows:	(N)
	(N)
[(Product #1 Total Quarterly Billed Revenues) X Product #1 Quarterly Incentive Percentage] + [(Product #2 Total Quarterly Billed Revenues) X Product #2 Quarterly Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$4,342,750 X 5%) + (\$5,551,250 X 5%)] = \$494,700	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(2) Shortfall Penalty Regulations

(a) Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue

The customer must achieve the annual minimum-billed revenue specified in 25.9.2, Table 1, following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive. If the customer does not achieve the annual minimum-billed revenue for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.9.1(F)(1)(a), preceding.

The customer must achieve both the annual minimum-billed revenue and the product level annual minimum-billed revenue in 25.9.2, Tables 1 and 2, as determined on the customer's contract anniversary date in order to receive the Product Level Quarterly Incentives. If the customer does not achieve both the annual minimum-billed revenue and the product level annual minimum-billed revenue for any contract term year, the customer will not be eligible for the Product Level Quarterly Incentives for such year as described in 25.9.1(F)(1)(b), preceding. Further, the customer must repay the Company any Product Level Quarterly Incentives awarded during such year, and the customer will be billed the full amount of these incentives thirty days following the customer's contract anniversary date.

(b) Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue

The customer must achieve the minimum annual SLA Baseline Revenue each contract term year as specified in 25.9.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.9.1(G).

Failure to achieve the minimum annual SLA Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date. However, the customer may initiate negotiations for a new Contract Tariff within three months following the customer's contract cancellation date.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.9.2 following.

(4) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.

(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.

(c) In the event of a merger or acquisition, the customer may request the Company to prepare a proposal for a new Contract Tariff that reflects the merger or acquisition, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will adjust revenue volumes in Tables 1 and 2 in 25.9.2, following, to reflect the merger or acquisition. The proposed new Contract Tariff shall contain the same incentives as those specified in 25.9.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those specified in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time of the proposed new Contract Tariff filing.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the Contract Tariff. The customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

(d) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.9 Contract Tariff – No. 007 (Cont'd) (N)
- 25.9.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (5) Revenue Accumulation by Bill Period (N)
The customer's annual minimum-billed revenue and product level annual minimum-billed revenues shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date. (N)
- (6) Tax Exclusions (N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product level annual minimum-billed revenues. (N)
- (7) Existing Discount Plans (N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.). (N)
- (8) Performance Measures (N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.9.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff. (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual SLA Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual SLA Baseline Revenue of \$68,259,700 for services specified in 25.9.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual SLA Baseline Revenue will be equivalent to the annual billed revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.9.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual SLA Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Charts A and B in 25.9.1(G)(6) and (7) following. The performance metrics that will be tracked monthly and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Commitment (FOC) Receipt
- Mean Time to Repair (MTTR) Hours

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:
- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
 - Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
 - At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
 - The Company will meet with the customer on a quarterly basis to discuss performance measurement results. If the customer presents the Company sufficient information based on customer provided performance data that conflicts with the Company's reported performance results, the Company will take the customer's information under advisement and make a determination whether or not an adjustment of the Company's performance data is warranted.
- (c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of the customer's equipment or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundredths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 16, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-95

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ACCESS SERVICE

(N)

25 – Contract Tariffs (Cont'd)

(N)

25.9 Contract Tariff – No. 007 (Cont'd)

(N)

25.9.1 General Regulations (Cont'd)

(N)

(G) Service Level Agreement (Cont'd)

(N)

(4) Customer Obligations

(N)

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

(N)

(N)

- (a) The customer shall maintain minimum annual SLA Baseline revenue of
\$68,259,700 for the first year of this Contract Tariff in the MSAs
specified in order for the customer to receive the remedies for any
missed performance metric agreed to under this SLA. For the second
year of this Contract Tariff, the minimum annual SLA Baseline
revenue will be equivalent to the annual billed revenue the
customer actually achieves at the end of the first year of this
Contract Tariff.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the
ASR to be processed the same business day. ASRs received after
3:00 p.m. EST shall be processed the next business day.

(N)

(N)

(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.9.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual SLA Baseline Revenue specified in 25.9.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.9.1(G)(4), preceding.

(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.

(c) The Monthly Revenue at Risk will be determined as follows:

(Minimum Annual SLA Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk

(\$68,259,700 X 1%) divided by 12 = \$56,883.08

(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.9.1(G)(6) and (7) following.

Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 93%. The performance remedy for such month would be calculated as follows:

(Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy

(\$56,883.08 X 25%) X 25% = \$3,555.19

(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	10%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	10%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: AUGUST 17, 2002

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.9.1(F)(1)(c), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$79,181	\$91,850
(%) Annual Incentives		
12%	> \$79,181 - 83,140	> \$91,850 - 96,443
18%	> 83,140 - 87,099	> 96,443 - 101,035
26%	> 87,099 - 91,058	> 101,035 - 105,628
Maximum Revenues	\$91,058	\$105,628

- (2) Table 2 below provides the product level annual minimum revenues for each product. In each contract term year, the customer must achieve the product level annual minimum revenue for each individual product in order to receive a Product Level Quarterly Incentive.

Table 2	Product Level Annual Minimum-Billed Revenues (\$000)	
	Year 1	Year 2
Products		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 17,371	\$ 19,701
SmartRing svc.(a.k.a. BellSouth Dedicated Ring)	22,205	26,646

- (3) Table 3 below provides the Product Level Quarterly Incentive percentages that will be applied to the monthly-billed revenue the customer achieves for the specified products and awarded on a quarterly basis pursuant to regulations in 25.9.1(F)(1)(b), preceding.

Table 3	Product Level Quarterly Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	5%	5%
SmartRing svc.(a.k.a. BellSouth Dedicated Ring)	5%	5%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.10 Contract Tariff – No. 008 (N)

- (A) This Contract Tariff is valid for a period of 37 months and shall terminate on September 30, 2005. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 008 in the Metropolitan Statistical Areas (MSAs) defined in 25.10.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.10.1(G), following. (N)

25.10.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Baton Rouge, Biloxi, Jackson, Lake Charles, Monroe, Nashville-Davidson, Pensacola, Shreveport (N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.10.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.10.2, following. These revenues are for the combined MSAs set forth in Section 25.10.1(B), preceding, and for the services described in Section 25.10.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each contract term year as set forth in Section 25.10.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.10.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume for that contract term year. Further, Shortfall Penalty regulations set forth in 25.10.1(F)(2), following, will apply.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 30, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-103

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.10.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.10.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.10.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.10.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.10.1(F)(2), following.	(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement ¹ of \$1,795,000. The customer will be awarded an Annual Incentive of \$1,980 computed using Table 1 in 25.10.2 as follows:	(N)
(Annual Billed Revenue Achieved ¹ – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(1,795,000 – 1,696,000) X 2% = \$1,980	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement ¹ of \$1,698,000 (see Table 2 in 25.10.2). The customer will be awarded a Product Suite Annual Incentive of \$1,980, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues achieved ¹ are as follows:	(N)
Product #1: \$119,250	
Product #2: \$305,250	(N)
Total Products #1 and #2: \$424,500	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.10.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$6,367.50 computed as follows:	(N)
[(Product #1 Total Quarterly Revenues) X Product #1 Incentive Percentage] + [(Product #2 Total Quarterly Revenues) X Product #2 Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$119,250 X 1.5%) + (\$305,250 X 1.5%))] = \$6,367.50	(N)

Note 1: These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.10.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.10.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.10.1(F)(1)(b), preceding.	(N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual SLA Baseline Revenue each contract term year as specified in 25.10.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.10.1(G).	(N)
Failure to achieve the minimum annual SLA Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.10.2 following.	(N) (N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.10.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.10 Contract Tariff – No. 08 (Cont'd) (N)
- 25.10.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (N)
- Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein. (N)
- The service for which this SLA applies is LightGate Service (a.k.a. BellSouth SPA Point to Point). All rate elements associated with this service are included in this SLA. (N)
- (1) Minimum Annual SLA Baseline Revenue (N)
- In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual SLA Baseline Revenue of \$1,304,826 for services specified in 25.10.1(C) of this Contract Tariff for the first contract term year. For each subsequent contract term year, the customer's minimum annual SLA Baseline Revenue will be equivalent to the annual revenue the customer achieves¹ for the preceding contract term year. Shortfall Penalty regulations specified in 25.10.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual SLA Baseline Revenue. (N)
- (2) Performance Metrics and Measurement Methodology (N)
- (a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.10.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following. (N)
- Customer Desired Due Date (CDDD) Met (N)
 - Firm Order Confirmation (FOC) Timeliness (N)
 - Mean Time to Repair (MTTR) Hours (N)

Note 1: These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

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25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 08 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Timeliness</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(d) <u>Mean Time to Repair (MTTR) Hours</u>	(N)
The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N)
- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.	(N)

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.10 Contract Tariff – No. 08 (Cont'd) (N)
- 25.10.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (4) Customer Obligations (N)
- In order to receive the performance remedies specified in this SLA, (N)
the customer agrees to the following conditions: (N)
- (a) The customer shall maintain minimum annual SLA Baseline revenue of (N)
\$1,304,826 for the first year of this Contract Tariff in the MSAs (N)
specified in order for the customer to receive the remedies for any (N)
missed performance metric agreed to under this SLA. For each (N)
subsequent contract term year, the customer's minimum annual SLA (N)
Baseline Revenue will be equivalent to the annual revenue the (N)
customer achieves¹ for the preceding contract term year. (N)
- (b) The customer shall maintain existing electronic system interfaces (N)
and processes for Access Service Request (ASR) initiation and (N)
trouble reporting. (N)
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the (N)
ASR to be processed the same business day. ASRs received after (N)
3:00 p.m. EST shall be processed the next business day. (N)

Note 1: These revenues shall include monthly recurring revenues only and will (N)
not be adjusted to reflect credits or discounts given under existing pricing (N)
plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring (N)
revenues and taxes will not be included in these revenues. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 008</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(5) <u>Company Obligations</u>	(N)
(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.10.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customer's minimum annual SLA Baseline Revenue specified in 25.10.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.10.1(G)(4), preceding.	(N) (N) (N) (N) (N) (N)
(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(c) The Monthly Revenue at Risk will be determined as follows: (Minimum Annual SLA Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (\$1,304,826 X 1%) divided by 12 = \$1,087	(N) (N) (N) (N) (N)
(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.10.1(G)(6) and (7) following. Example 1: For LightGate Service (a.k.a. BellSouth SPA Point to Point) orders, CDDD attainment in the first month is 87%. The performance remedy for such month would be calculated as follows: (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (\$1,087 X 50%) X 50% = \$272	(N) (N) (N) (N) (N) (N) (N) (N)
(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	50%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
FOC Timeliness			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	20%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	30%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.10.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$1,696	\$2,205	\$2,867
(%) Annual Incentives			
1.5%	> \$1,696 - 1,781	> \$2,205 - 2,315	> \$2,867 - 3,010
2%	> 1,781 - 1,866	> 2,315 - 2,426	> 3,010 - 3,154
2.5%	> 1,866 - 1,951	> 2,426 - 2,536	> 3,154 - 3,297
Maximum Revenues	\$1,951	\$2,536	\$3,297

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.10.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)		
	Year 1	Year 2	Year 3
Product Suite			
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 430	\$ 536	\$ 666
SmartRing (a.k.a. BellSouth SPA Dedicated Ring)	\$1,207	1,544	1,977
Total Annual Minimum Revenues	\$1,637	\$2,080	2,643

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	1.5%	1.5%	1.5
SmartRing (a.k.a. BellSouth SPA Dedicated Ring)	1.5%	1.5%	1.5%

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.11 Contract Tariff – No. 009 (N)

(A) This Contract Tariff is valid for a period of 25 months and shall (N)
terminate on November 4, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 009 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.11.1(B) below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. _____ (N)

25.11.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 24 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall include monthly recurring revenues for the combined (N)
MSAs shown below: (N)

- Atlanta, Biloxi, Charlotte, Chattanooga, Daytona Beach, (N)
Gainesville, Greensboro-Winston Salem, Jacksonville, Knoxville, (N)
Louisville, Melbourne, Memphis, Miami-Ft. Lauderdale, Montgomery, (N)
Nashville-Davidson, Orlando, Raleigh-Durham, West Palm Beach, (N)
Wilmington (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.11.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.11.2, following. These revenues are for the combined MSAs set forth in Section 25.11.1(B), preceding, and for the services described in Section 25.11.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:

(a) Quarterly Incentive

In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.11.2, Table 1, to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in a quarter, the customer will not be eligible for a Quarterly Incentive for that quarter.

The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.11.2 to the total billed revenue achieved in the first quarter using the following computation:

(Total Billed Revenue Achieved from Beginning First Quarter to
Ending First Quarter X Applicable Incentive Percentage in Table 1)
= First Quarterly Incentive

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentive</u> (Cont'd)	(N)
The second quarter's minimum-billed revenue is determined as fifty percent (50%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the second quarter's minimum-billed revenue volume, the Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenues the customer achieved from the beginning of the first quarter to the end of the second quarter of the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Second Quarter X Applicable Incentive Percentage in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive	(N) (N) (N)
If the Second Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the second quarter one month in arrears. If the second Quarterly Incentive is negative, the customer will not be awarded a second Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N) (N)
The third quarter's minimum-billed revenue is determined as seventy-five percent (75%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the third quarter's minimum-billed revenue, the third Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the third quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first and second quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage in Table 1) – (First and Second Quarterly Incentive Awards) = Third Quarterly Incentive	(N) (N) (N) (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentives</u> (Cont'd)	(N)
If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Annual Billed Revenue Achieved from Beginning First Quarter to Ending Fourth Quarter X Applicable Incentive Percentage in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive	(N) (N) (N) (N)
If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by the end of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N)
The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.11.1.F.2, following, will apply.	(N) (N) (N) (N) (N) (N) (N) (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.11.2, Table 2, following. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving a certain percentage of the product suite total annual minimum revenue each quarter. The customer will not be awarded a Product Suite Quarterly Incentive in any quarter if the customer does not achieve the product suite minimum revenue for that quarter. However, the customer will be awarded the Product Suite Quarterly Incentives for those quarter(s) in which product suite revenues were not achieved, if at the end of the fourth quarter the customer achieves the product suite total annual minimum revenues.

The first quarter's product suite minimum revenue is determined as twenty-five percent (25%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the first quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the first Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The second quarter's product suite minimum revenue is determined as fifty percent (50%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the second quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the second Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The third quarter's product suite minimum revenue is determined as seventy-five percent (75%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the third quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the third Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The fourth quarter's product suite minimum revenue is determined as one hundred percent (100%) of the product suite annual minimum revenue for the contract term year. If the customer achieves the fourth quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the fourth Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

In the event the customer fails to achieve the fourth quarter's product suite minimum revenue, the customer will not be awarded a fourth quarter Product Suite Quarterly Incentive. Further, the customer must repay the Telephone Company any Product Suite Quarterly Incentives received for the first, second, and third quarters, and this amount will be billed to the customer one month in arrears of the customer's Contract Anniversary Date.

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's minimum revenue volume¹ (first contract term year) with revenues of \$9,618,750. The customer will be awarded the first Quarterly Incentive of \$66,369.38 computed as follows:

$\$9,618,750 \times .69\% = \$66,369.38$
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter) X Applicable Incentive Percentage² in Table 1 = First Quarterly Incentive Award

- The customer achieves the second quarter's minimum revenue volume¹ with cumulative revenues of \$19,481,500. The customer will be awarded the Second Quarterly Incentive of \$201,501.25 computed as follows:

$(\$19,481,500 \times 1.375\%) - \$66,369.38 = \$201,501.25$
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Second Quarter X Applicable Incentive Percentage² in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive Award

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.11.2. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.11.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Examples of the Quarterly Incentives</u> (Cont'd)	(N)
- The customer achieves the third quarter's revenue volume ¹ with cumulative revenues of \$29,943,750. The customer will be awarded a Third Quarterly Incentive of \$275,608.43 computed as follows:	(N) (N) (N)
$(\$29,943,750 \times 1.815\%) - (\$66,369.38 + \$201,501.25) = \$275,608.43$	(N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage ² in Table 1) – (First and Second Quarterly Incentive Award) = Third Quarterly Incentive Award	(N) (N) (N) (N)
- The customer achieves the fourth quarter's minimum revenue volume ¹ with a cumulative revenue achievement of \$41,085,000. The customer will be awarded a Fourth Quarterly Incentive of \$380,933.44 computed as follows.	(N) (N) (N) (N)
$(\$41,085,000 \times 2.25\%) - (\$66,369.38 + \$201,501.25 + \$275,608.43) = \$380,933.44$	(N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage ² in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award	(N) (N) (N) (N) (N)

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.11.2. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)
(N)
(N)

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.11.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively. (N)
(N)
(N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Product Suite Quarterly Incentives</u>	(N)
- The customer meets the first quarter's Product Suite revenue volume ¹ (first contract year) with a revenue achievement of \$9,585,000. The customer will be awarded a Product Suite Quarterly Incentive of \$66,369.38, which is equivalent to the same dollar amount awarded for the First Quarterly Incentive shown in the above example in 25.11.1(F)(1)(c).	(N) (N) (N) (N) (N) (N)
- The customer does not meet the second and third quarters' Product Suite revenue volumes and, therefore, will not be awarded the Product Suite Quarterly Incentives for these quarters. However, the customer will be awarded the second and third quarters' award at the end of the fourth quarter if the customer achieves the fourth quarter's Product Suite total annual revenue volumes.	(N) (N) (N) (N) (N) (N)
- The customer meets the fourth quarter's Product Suite revenue volume ¹ with a revenue achievement of \$39,580,000. The customer will be awarded a Product Suite Quarterly Incentive of \$858,043.12, which is equivalent to the amount the customer received for the second, third and fourth Quarterly Incentives in the above example in 25.11.1(F)(1)(c).	(N) (N) (N) (N) (N) (N)

¹These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)
(N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.11.2, Table 1, following, as determined on the anniversary date of the customer's subscription to this Contract Tariff in order to receive the Quarterly Incentives specified herein.	(N) (N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer must repay the Company all Quarterly Incentives awarded for such year as described in 25.11.1(F)(1)(a), preceding.	(N) (N) (N) (N)
Failure to achieve the annual minimum-billed revenue volume for any contract term year will also result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for the Product Suite Annual Incentives specified herein. If the customer does not achieve the product suite total annual minimum revenue for any contract term year, the customer must repay the Company all Product Suite Quarterly incentives received for such year as described in 25.5.1(F)(1)(b).	(N) (N) (N) (N) (N) (N) (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 - Contract Tariffs

25.11 Contract Tariff - No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Maximum Revenues for Incentives

The incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.11.2 following.

(4) Revenue Accumulation by Bill Period

The customer's quarterly and annual billed revenue and product suite quarterly and annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

(7) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.

(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.

(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

(8) Performance Measures

The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the annual incentives for each contract term year. The customer will be awarded four Quarterly Incentives each contract term year upon achieving the specified quarterly minimum-billed revenues set forth in 25.11.1(F)(1)(a), preceding. See 25.11.1(F)(1)(c) for examples. Table 1 below provides the maximum revenues eligible for the incentives specified herein.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes:	\$ 37,983	\$44,060
(%) Annual Incentives		
.69 %	> \$ 37,983 - 38,933	> \$44,060 - 45,162
1.375%	> \$ 38,933 - 39,882	> \$45,162 - 46,263
1.815%	> \$ 39,882 - 40,832	> \$46,263 - 47,365
2.25 %	> \$ 40,832 - 41,781	> \$47,365 - 48,466
2.625%	> \$ 41,781 - 42,731	> \$48,466 - 49,568
3.00 %	> \$ 42,731 - 43,680	> \$49,568 - 50,669
Maximum Revenues	\$ 43,680	\$50,669

(2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving the specified product suite quarterly minimum revenue described in 25.11.1(F)(1)(b), preceding. The Product Suite Quarterly Incentives will be equivalent to the same dollar amount the customer is awarded for the Quarterly Incentives described in 25.11.1(F)(1)(a), preceding. See 25.11.1(F)(1)(d) for examples.

Table 2 - Product Suite	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
LightGate svc. (a.k.a. BellSouth SPA Point to Point)	\$4,038	\$4,685
SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)	5,661	6,567
DSL (a.k.a. BellSouth SPA DSL)	27,844	32,299
Total Annual Minimum Revenues	\$37,543	\$43,551

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.12 Contract Tariff – No. 010 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on January 14, 2005. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 010 in the Metropolitan Statistical Areas (MSAs) defined in 25.12.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.12.1(G), following. The Service Level Agreement sets forth the minimum and maximum circuit levels required at the time of subscription to this Contract Tariff. (N)

25.12.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives and Service Level Agreement provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.12.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.12 Contract Tariff – No. 010 (Cont'd) (N)
- 25.12.1 General Regulations (Cont'd) (N)
- (D) Minimum Revenue Volume for the Combined MSAs (N)
- The customer's annual minimum-billed revenue volumes are provided in Section 25.12.2, following. These revenues are for the combined MSAs set forth in Section 25.12.1(B), preceding, and for the services described in Section 25.12.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volumes shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
- (E) Rates and Charges (N)
- The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. (N)
- (F) Classifications, Practices and Regulations (N)
- (1) Application of Contract Tariff Incentives (N)
- In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume for each contract term year as set forth in Section 25.12.2 following. This Contract Tariff offers two levels of incentives: 1) an Annual Incentive and 2) a Product Level Quarterly Incentive, which are described as follows: (N)
- (a) Annual Incentive (N)
- An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.12.2, Table 1. The following conditions will apply: (N)
- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to this Contract Tariff. (N)
 - The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume for that contract term year. Further, Shortfall Penalty regulations set forth in 25.12.1(F)(2), following, will apply. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.12.2, Table 2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.12.2, Table 1, in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each contract term year, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the quarterly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.12.1.F.2 following.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Example of Contract Tariff Annual Incentive</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement ¹ of \$9,595,000. The customer will be awarded an Annual Incentive of \$79,500 computed using Table 1 in 25.12.2 as follows:	(N)
(Annual Billed Revenue Achieved ¹ – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(9,595,000 – 8,800,000) X 10% = \$79,500	(N)
- <u>Example 2: Product Level Quarterly Incentives</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$350,000	(N)
Product #2: \$1,525,000	(N)
Total Products #1 and #2: \$1,875,000	(N)
The customer achieved the scheduled objective of 25% of this first year's annual minimum-billed revenue as shown in Table 1 of 25.12.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$56,250 computed as follows:	(N)
[(Product #1 Total Quarterly Revenues) X Product #1 Incentive Percentage] + [(Product #2 Total Quarterly Revenues) X Product #2 Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$350,000 X 3%) + (\$1,525,000 X 3%)] = \$56,250	(N)

¹These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Annual Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.12.2 following as determined on the anniversary date of the customer's subscription to this Contract Tariff in order to be eligible for the incentives set forth herein.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the following conditions will apply:	(N)
- The customer will not receive for such year the Annual Incentive as described in 25.12.1(F)(1)(a), preceding.	(N)
- In addition, the customer must repay the Company all Product Level Quarterly Incentives, as described in 25.12.1(F)(1)(b), received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
- For the remaining term of this Contract Tariff, all incentives (i.e., Annual Incentive and Product Level Quarterly Incentive) set forth herein shall be cancelled, and the customer will not be eligible for another Contract Tariff with new annual minimum-billed revenues and incentives for six months following the cancellation of the incentives in this Contract Tariff unless the Company waives the six month waiting period.	(N)
- The Service Level Agreement set forth in 25.12.1.(G), following, shall continue for the remaining term of this Contract Tariff, and all performance remedies will be paid in accordance with regulations set forth in 25.12.1(G), following.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein. Notwithstanding any provision in another Contract Tariff, the six-month waiting period shall not apply to a subscriber of this Contract Tariff.	(N) (N) (N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.12.2 following.	(N) (N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition. The customer may also elect to cancel subscription to this Contract Tariff.	(N) (N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum-billed revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 25.12.1(G) (Service Level Agreement). Service guarantees specified in Section 2.4.4 (service assurance warranty) and Section 2.4.9 (service installation guarantee) do not apply to services subject to this Contract Tariff; however, these service guarantees will be reinstated and will become effective immediately upon expiration of this Contract Tariff. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

(1) Minimum and Maximum Circuit Requirements

In order to subscribe to this Contract Tariff, a customer must have at least the minimum circuit levels for each class of service shown in the chart below but cannot exceed the maximum circuit levels shown in the chart below at the time of subscription.

Classes of Service	Minimum Circuits at Subscription	Maximum Circuits at Subscription
DS1 Services	2,000	4,500
DS3 Services	35	200

(2) Services Eligible for SLA

The services for which this SLA applies are described below. All rate elements associated with these services are included in this SLA.

- DS1 Services: BellSouth SWA DS1; BellSouth SWA Managed Shared Network Service; DS1 (a.k.a. BellSouth SPA DS1); BellSouth SPA Managed Shared Network Service
- DS3 Services: BellSouth SWA Managed Shared Network Service; BellSouth SPA Managed Shared Network Service; LightGate svc. (a.k.a. BellSouth SPA Point to Point)

(3) SLA Performance Metrics and Measurement Methodology

(a) The following performance metrics will be tracked and measured in accordance with terms and conditions described in this SLA. The definitions for these performance metrics are provided in (4), following.

- SA-1: Firm Order Confirmation (FOC) Receipt
- SA-2: Firm Order Confirmation (FOC) Receipt Past Due
- SA-3: Offered Versus Requested Due Date
- SA-4: On Time Performance to FOC Due Date
- SA-5: Days Late
- SA-6: Average Intervals Requested, Offered, Installed
- SA-7: Past Due Circuits
- SA-8: New Circuit Failure Rate
- SA-9: Failure Rate
- SA-10: Mean Time to Restore
- SA-11: Repeat Trouble Report Rate

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) SLA Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein.

- The Company will utilize its self-reported performance measurement data to determine performance metrics for each reporting period. The reporting period is defined as a full calendar month. Performance measurement results will be reported for DS1 and DS3 services separately. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the determinant of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and quantities will be calculated at a regional level and prorated to an MSA level using state and district data attributes as available until MSA specific measurements are instituted. For example, FOC Receipt and Mean Time to Restore (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
- At the point in time that MSA specific measurements are instituted, performance metrics and any applicable SLA remedies will be calculated on aggregate MSA results. The applicable MSAs are set forth in 25.12.1(B).

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the Company shall give prompt written notice to the customer specifying the nature of the excused delay, the date of inception, and the expected duration. During such delay, the Company shall perform its obligations at a performance level no less than that which it uses for its own operations. Further, in the event of such delay or failure in the Company's performance, the Company agrees to resume performance in a nondiscriminatory manner and not favor provisioning its own services above that of the customer.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u>	(N)
(a) <u>SA-1: Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric is the Company's response to a clean Access Service Request (ASR), whether an initial or supplement ASR, that provides the customer with the specific Due Date on which the requested circuit or circuits will be installed. The expectation is that the Company will conduct a minimum of an electronic facilities check to ensure due dates delivered in FOCs can be relied upon. The performance standard for FOCs received within the standard interval (see 25.12.1(G)(7) for standard intervals in Chart A, SA-1, following) is expressed as a percentage of the total FOCs received during the reporting period. A diagnostic distribution is required along with a diagnostic count of ASRs withdrawn at the Company's request due to a lack of Company facilities or otherwise.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rules: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs.	(N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(b) <u>SA-2: FOC Receipt Past Due</u>	(N)
This metric tracks all ASR requests that have not received a FOC from the Company within the standard FOC receipt interval (see 25.12.1(G)(7) for standard intervals in Chart A, SA-1, following), as of the last day of the reporting period and do not have an open, or outstanding, Query/Reject. This measure gauges the magnitude of late FOCs and ensures that FOCs are being received in a timely manner from the Company. A distribution of these late FOCs, along with a report of those late FOCs that do have an open Query/Reject, is required for diagnostic purposes.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rule: All counts are based on the latest ASR request sent to the Company. Where one or more subsequent ASRs have been sent, only the latest ASR would be recorded as Past Due if no FOC had yet been returned. The Expected FOC Receipt Interval, used in the calculations, will be the interval identified in the Performance Standards for the FOC Receipt measure. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs	(N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>SA-3: Offered Versus Requested Due Date</u>	(N)
This metric reflects the degree to which the Company is committing to install service on the Customer's Requested Due Date (CRDD), when a Due Date Request is equal to or greater than the Company's stated interval. The difference between the CRDD and the Offered Date for these FOCs is required for diagnostic purposes.	(N)
- Business Rule: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs	(N)

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- ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)
- 25.12 Contract Tariff – No. 010 (Cont'd) (N)
- 25.12.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (4) Performance Metrics Definitions (Cont'd) (N)
- (d) SA-4: On Time Performance to FOC Due Date (N)
This metric measures the percentage of circuits that are completed (N)
on or before the FOC Due Date, as recorded from the FOC received in (N)
response to the last ASR sent. Customer Not Ready (CNR) situations (N)
may result in an installation delay. The On Time Performance To FOC (N)
Due Date is calculated both with CNR consideration and without¹ CNR (N)
consideration, i.e. measuring the percentage of time the service is (N)
installed on the FOC due date while counting CNR coded orders as an (N)
appointment met, and without CNR consideration. The denominator (N)
for both calculations is the total count of circuits completed (N)
during the reporting period, including all circuits, with and (N)
without a CNR code. (N)
- Business Rules: Measures are based on the last ASR sent and the (N)
associated FOC Due Date received from the Company. Selection is (N)
based on circuits completed by the Company during the reporting (N)
period. An ASR may provision more than one circuit and the (N)
Company may break the ASR into separate internal orders, however, (N)
the ASR is not considered completed for measurement purposes until (N)
all circuits are completed. The Company Completion Date is the (N)
date upon which the Company completes installation of the circuit, (N)
as noted on a completion advice to the customer. Projects are (N)
included. A Customer Not Ready (CNR) is defined as a verifiable (N)
situation beyond the normal control of the Company that prevents (N)
the Company from completing an order, including the following: The (N)
customer is not ready; end user is not ready; connecting company, (N)
or CPE (Customer Premises Equipment) supplier, is not ready. The (N)
Company must ensure that established procedures are followed to (N)
notify the customer of a CNR situation and allow a reasonable (N)
period of time for the customer to correct the situation. (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, (N)
Record ASRs (N)

¹diagnostic only

(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(e) <u>SA-5: Days Late</u>	(N)
This metric captures the magnitude of the delay, both in average and distribution, for those circuits not completed on the FOC Due Date, and the delay was not a result of a verifiable CNR situation. A breakdown of delay days caused by a lack of Company facilities is required for diagnostic purposes.	(N)
- Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs, Projects	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(f) <u>SA-6: Average Intervals – Requested/Offered/Installation</u>	(N)
For diagnostic purposes, this metric captures three aspects of the ordering and provisioning processes and displays them in relation to each other. The Average Customer Requested Interval, the Average Company Offered Interval, and the Average Installation Interval, provide a comprehensive view of provisioning, with the ultimate goal of having these three intervals equivalent.	(N)
- Business Rule: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. The Average Installation Interval includes all completions.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs, CNRs (installation interval only)	(N)

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(g) SA-7: Past Due Circuits

This metric provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received a FOC Due Date but the due date has passed. Results are separated into those held for Company reasons and those held for customer reasons (CNRs), with a breakdown, for diagnostic purposes, of Past Due Circuits due to a lack of Company facilities. A diagnostic measure, Percent Cancellations After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed. This measurement is calculated by taking the count of all circuits not completed at the end of the reporting period > 5 days beyond the FOC Due Date, grouped separately for Total Company Reasons, Lack of Company Facility Reasons, and Total Customer Reasons, each divided by the total uncompleted circuits past FOC Due Date, for all missed reasons, at the end of the reporting period, expressed as a percentage.

- Business Rule: Calculation of Past Due Circuits is based on the most recent ASR and associated FOC Due Date. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.

- Exclusions: Unsolicited FOCs, Disconnect ASRs, Record ASRs

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(h) <u>SA-8: New Circuit Failure Rate</u> ¹	(N)
This metric measures the quality of the installation work by capturing the rate of new circuit failures and is calculated by dividing the count of circuits with a measured customer report within 30 calendar days of installation by the total number of circuits installed in the reporting period.	(N)
- Business Rule: The Company's Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.	(N)
In order for the monthly reporting period results of this metric (SA-8) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.	(N)
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; tickets used to track referrals of misdirected calls; the customer's requests for informational tickets; Repeat Trouble Reports; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket	(N)

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-8) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level service outages included in the company's maintenance measures including (SA-8).

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(i) SA-9: Failure Rate¹

This metric measures the overall quality of the circuits being provided by the Company and is calculated by dividing the number of measured customer trouble report resolved during the reporting period by the total number of "in service" circuits, at the end of the reporting period.

- Business Rule: A customer trouble report/ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.

In order for the monthly reporting period results of this metric (SA-9) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused trouble; Company trouble reports associated with administrative service; customers requests for informational tickets; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-9) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-9). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-9) metric.

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ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(j) SA-10: Mean Time to Restore¹

This metric measures the promptness in restoring circuits to normal operating levels when a problem or trouble is referred to the Company. The Individual customer trouble report duration is calculated as the elapsed time from the customer's submission of a trouble report to the Company to the time the Company closes the trouble, less any Customer Hold Time or Delayed Maintenance Time due to valid customer caused delays. A breakdown of Mean Time to Restore for those troubles recorded as Found OK/ Test OK, is required for diagnostic purposes. Aggregate MTTR is calculated by summing the individual customer trouble report durations divided by the count of customer trouble reports resolved in a reporting period.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. Elapsed time is measured on a 24-hour, seven-day per-week basis, without consideration of weekends or holidays. Multiple reports in a given period are included, unless the multiple reports for the same customer is categorized as "subsequent" (an additional report on an already open ticket). "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable. A trouble is "resolved" when the Company issues notice to the customer that the customer's service is restored to normal operating parameters. Customer Hold Time or Delayed Maintenance Time resulting from verifiable situations of no access to the end user's premises, or other customer caused delays, such as holding the ticket open for monitoring, is deducted from the total resolution interval.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; the customer's request for informational tickets; trouble tickets created for tracking and/or monitoring circuits; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-10) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-10). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-10) metric.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(k) SA-11: Repeat Trouble Report Rate¹

The Repeat Trouble Report Rate measures the percent of maintenance customer trouble reports resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK, then the second trouble must be counted as a repeat trouble report if it is resolved to Company's reasons. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- In order for the monthly reporting period results of this metric (SA-11) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket; excludes informational tickets

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-11) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-11). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-11) metric.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain existing electronic system interfaces
and processes for Access Service Request (ASR) initiation and
trouble reporting.
- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the
ASR to be processed the same business day. ASRs received after
3:00 p.m. EST shall be processed and considered received on the
next business day.
- (c) The customer must maintain the minimum circuit levels shown in the
chart below for the classes of service indicated in order for SLA
remedies to be applied. Failure to maintain the minimum circuit
levels will result in a waiver of SLA remedies for the month for
the affected service. Circuit levels are based on end of reporting
period data.

Classes of Service	Minimum Circuits
DS1 Services	2,000
DS3 Services	35

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Company Obligations

(a) Should the Company fail to perform to the performance objectives provided in this SLA, the performance remedies set forth in 25.12.1(G)(7) through (9), following, shall apply pursuant to the customer meeting the obligations set forth in 25.12.1(G)(5), preceding.

(b) The Company will calculate performance metrics on a monthly basis. The Company will calculate performance remedies using monthly reporting period results, provided sufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period. If insufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period, monthly results will be aggregated to calculate and evaluate quarterly performance metrics and remedies.

Sufficient ordering, provisioning, and maintenance volumes are as follows:

- SA-1: If customer-ordering ASR and ASR supplement volumes per class of service are greater than 30 ASRs per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-4, SA-7, SA-8: If customer-provisioning volumes per class of service are greater than 30 circuits per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-9, SA-11: If customer's measured trouble ticket volumes per class of service are greater than 30 troubles per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- (c) The Company will sum the credits for each missed performance metric to get each month's total monthly credits. The credits for each quarter will be applied to the customer's account one month in arrears.

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Ordering Elements

Chart A below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart A below are set forth in 25.12.1(G)(2), preceding.

CHART A: Service Level Agreement (Ordering Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-1: FOC Receipt			
DS1 services (within 2 business days),	>=85%	>=90%	\$0
DS3 services (within 5 business days)	< 85%	< 90%	\$50 per missed occurrence below the stated performance objective
SA-2: FOC Receipt Past Due			Diagnostic Only
DS1 and DS3 services	< 15%	< 10%	N/A
SA-3: Offered Vs. Requested Due Date			Diagnostic Only
DS1 and DS3 services	>= 90%	>= 95%	N/A

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.12.1(G)(2), preceding.

Chart B: Service Level Agreement (Provisioning Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-4: On Time to FOC Due Date Performance			
DS1 and DS3 services	>=90%	>=95%	\$ 0
(with customer not ready considerations)	< 90%	< 95%	NR charge credit per occurrence (in order of occurrence) below the stated performance objective
SA-5: Days Late			Diagnostic Only
DS1 and DS3 services	5 Days	3 Days	N/A
SA-6: Average Intervals			Diagnostic Only
DS1 and DS3 services	N/A	N/a	N/A
SA-7: Past Due Circuits			
DS1 and DS3 services (> 5 days beyond FOC Due Date for Company reasons)	< 3%	< 3%	\$ 0
DS1 and DS3 services (> 5 days beyond FOC Due Date for Company reasons)	>=3%	>=3%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements (Cont'd)

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.12.1(G)(2), preceding.

Chart B: Service Level Agreement (Provisioning Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-8: New Installation Trouble Report Rate			
DS1 services	<= 7%	<= 5.5%	\$ 0
	> 7%	> 5.5%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 3%	<= 2.5%	\$ 0
	> 3%	> 2.5%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.12.1(G)(2), preceding.

Chart C: Service Level Agreement (Maintenance & Repair Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-9: Failure Rate			
DS1 services	<= 3%	<= 2.6%	\$ 0
	> 3%	> 2.6%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 2.25%	<= 1.7%	\$ 0
	> 2.25%	> 1.7%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
SA-10: Mean Time to Restore			
DS1 and DS3 services	<= 4 hrs per month	<= 3.5 hrs per month	\$ 0
	> 4 hrs per month	> 3.5 hrs per month	Monthly Rec charge credit per individual occurrence exceeding the stated performance objective

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements (Cont'd)

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.12.1(G)(2), preceding.

Chart C: Service Level Agreement (Maintenance & Repair Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-11: Repeat Trouble Report Rate			
DS1 services	<= 22%	<= 20%	\$ 0
	> 22%	> 20%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 10%	<= 9%	\$ 0
	> 10%	> 9%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.12.1(F)(1)(c), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$8,800	\$10,100
(%) Annual Incentives		
5%	>\$8,800 - 9,240	> \$10,100 - 10,605
10%	> 9,240 - 9,680	> 10,605 11,110
15%	> 9,680 - 10,120	> 11,110 11,615
Maximum Revenues	\$10,120	\$11,615

- (2) Table 2 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 2	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc. (a.k.a. BellSouth SPA Point to Point)	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.13 Contract Tariff – No. 011 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on February 18, 2005. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 011 in the Metropolitan Statistical Areas (MSAs) defined in 25.13.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.13.1(G), following. (N)
(N)
(N)

25.13.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Atlanta, Charlotte, Greensboro-Winston Salem, Jacksonville, Knoxville, Louisville, Melbourne, Miami-Ft. Lauderdale, Montgomery, Nashville-Davidson, Orlando, Owensboro, Savannah, West Palm Beach (N)
(N)
(N)
(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.13.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.13.2, following. These revenues are for the combined MSAs set forth in Section 25.13.1(B), preceding, and for the services described in Section 25.13.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each contract term year as set forth in Section 25.13.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.13.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.13.1(F)(2), following.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.13.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.13.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.13.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.13.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.13.1(F)(2) following.	(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$6,254,000. The customer will be awarded an Annual Incentive of \$4,080 computed using Table 1 in 25.13.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$6,254,000 - \$5,982,000) \times 1.5\% = \$4,080$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$5,475,000 (see Table 2 in 25.13.2). The customer will be awarded a Product Suite Annual Incentive of \$4,080, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$555,680	(N)
Product #2: \$792,864	(N)
Total Products #1 and #2: \$1,348,544	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.13.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$26,970.88 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$555,680 \times 2\%) + (\$792,864 \times 2\%)] = \$26,970.88$	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.13.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.13.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.13.1(F)(1)(b), preceding.	(N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual Baseline Revenue each contract term year as specified in 25.13.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.13.1(G).	(N)
Failure to achieve the minimum annual Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.13.2 following.	(N) (N) (N)
(c) Customers must subscribe to the Transport Payment Plan for the applicable services provided in this Contract Tariff.	(N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N) (N) (N) (N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.13.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u>	(N)
Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.	(N) (N) (N) (N)
The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.	(N) (N) (N)
(1) <u>Minimum Annual Baseline Revenue</u>	(N)
In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$5,248,000 for services specified in 25.13.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.13.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(2) <u>Performance Metrics and Measurement Methodology</u>	(N)
(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.13.1(G)(6) and (7) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.	(N) (N) (N) (N)
- Customer Desired Due Date (CDDD) Met	(N)
- Firm Order Confirmation (FOC) Receipt	(N)
- Mean Time to Repair (MTTR) Hours	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 16, 2003

TARIFF F.C.C. NO. 1
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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual Baseline revenue of \$5,248,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(5) <u>Company Obligations</u>	(N)
(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.13.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.13.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.13.1(G)(4), preceding.	(N) (N) (N) (N) (N) (N)
(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(c) The Monthly Revenue at Risk will be determined as follows: (Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (\$5,248,000 X 1%) divided by 12 = \$4,373.33	(N) (N) (N) (N) (N)
(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.13.1(G)(6) and (7) following. Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows: (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (\$4,373.33 X 25%) X 25% = \$273.33	(N) (N) (N) (N) (N) (N) (N) (N) (N)
(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	10%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	10%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: JANUARY 17, 2003

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.13.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$5,982	\$6,820
(%) Annual Incentives		
1.5%	> \$5,982 - 6,282	> \$6,820 - 7,161
2.5%	> 6,282 - 6,581	> 7,161 - 7,502
3.5%	> 6,581 - 6,880	> 7,502 - 7,843
Maximum Revenues	\$6,880	\$7,843

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.13.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
Product Suite		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 2,220	\$ 2,552
DSL (a.k.a. BellSouth SPA DSL)	3,170	3,645
*Total Annual Minimum Revenues	\$ 5,390	\$ 6,198

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	2%	2%
DSL (a.k.a. BellSouth SPA DSL)	2%	2%

EFFECTIVE: APRIL 7, 2004

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012

- (A) This Contract Tariff is valid for the period beginning March 1, 2004, and ending August 31, 2004.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to Contract Tariff No. 012 in the Metropolitan Statistical Areas (MSAs) defined in 25.14.1.B below.

25.14.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must have an existing Area Commitment Plan (ACP) in service as of January 1, 2004, or the customer must have an existing BellSouth Premium Service Incentive Plan (PSIP). ACP is set forth in Section 2.4.8(B) of this Tariff and provides two term plans, i.e., ACP A (24 months to 48 months) and ACP B (49 months to 72 months). BellSouth PSIP has a three year term and is set forth in Section 2.4.8(G) of this Tariff.

Effective April 7, 2004, customers with a BellSouth PSIP may subscribe to this Contract Tariff.

(N)
(N)

- (2) Termination liability for ACP or PSIP shall apply to services provided in this Contract Tariff as set forth in Section 2.4.8 of this Tariff.
- (3) The customer may elect to participate in this Contract Tariff by contacting a Company representative. The Company shall provide a Letter of Agreement (LOA), which will be executed by the customer's signature and acknowledged by a Company representative's signature. The signed LOA shall indicate the customer's understanding and agreement to the terms of this Contract Tariff and the effective date the customer elects to begin participation in this Contract Tariff.
- (4) The customer's effective date for participation in this Contract Tariff shall begin on the first calendar day of any month that falls within the specified contract period shown in 25.14(A) above. Customers requesting an effective date on the first calendar day of the beginning month of the contract period will have 15 business days from the start of the beginning month to indicate their election to participate in this Contract Tariff.

(B) Metropolitan Statistical Areas

Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

(C) Description of Services

The credits provided in this Contract Tariff shall apply to Local Channels associated with DS1 (a.k.a. BellSouth SPA DS1) service.

EFFECTIVE: FEBRUARY 28, 2004

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012 (Cont'd)

25.14.1 General Regulations

(D) Minimum Requirement

To be eligible for credits under this Contract Tariff, the customer must have a minimum of two consecutive months of positive net Local Channels for DS1 (a.k.a. BellSouth SPA DS1) service, which includes net Local Channels prior to the beginning month of the contract period specified in 25.14(A) preceding. Net Local Channels represent the difference between the Local Channels installed and the Local Channels disconnected within any given month. The customer's net Local Channels will be determined at the end of each month.

(E) Rates and Charges

Rates and charges for DS1 (a.k.a. BellSouth SPA DS1) service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services in Section 23.

(F) Classifications, Practices and Regulations

- (1) At the end of each month of the contract period, the customer must have achieved a minimum of 10% net Local Channels over the previous month's net Local Channels. The customer's net Local Channels must be positive for two consecutive months to qualify for credits at which time the customer may receive credits the second month, if applicable.
- (2) If the customer maintains the requirements in (1) above each month of the contract period, the customer shall receive a \$400 credit for each net Local Channel. Credit will be given each month up to a maximum of 15% of net Local Channels achieved over the previous month's net Local Channels.
- (3) Should the customer fail to achieve the requirements in (1) above, the customer will not qualify for a credit for such month. However, the customer may continue to participate for the duration of the specified contract period.
- (4) A maximum credit of 60% will be given for the entire contract period, which will be determined by summing the percentages of net Local Channels for those months qualifying for credit.
- (5) Credits the customer earns under this Contract Tariff will be accumulated and applied to the customer's bill within 75 days following the end date of this Contract Tariff.
- (6) Customers may subscribe to this Contract Tariff on or after the effective date. However, customers subscribing after the effective date may only participate for the duration of the Contract Tariff.
- (7) Applicable taxes will be computed based on the full tariff price for DS1 (a.k.a. BellSouth SPA DS1) service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

BELLSOUTH TELECOMMUNICATIONS, INC.
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29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JUNE 7, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-179
CANCELS ORIGINAL PAGE 25-179

EFFECTIVE: JUNE 8, 2005

ACCESS SERVICE
25 – Contract Tariffs

25.15 Contract Tariff – No. 013

25.15.1 General Regulations

Pursuant to regulations effective April 30, 2005, set forth in Section 7.4.14 of this Tariff, the customer may cancel subscription to this Contract Tariff without any further obligation in order to take advantage of the deferred billing option in Section 7.4.14 for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The regulations in Section 7.4.14 are generally available to all customers and became effective subsequent to this Contract Tariff. (N)
(N)
(N)
(N)
(N)
(N)

- (A) Customers may subscribe to this Contract Tariff within a period of fifteen days following the effective date of this Contract Tariff.
- (B) The regulations, terms and conditions for this Contract Tariff shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below:

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.15.2 Term and Renewal Options

- (A) This Contract Tariff requires the customer to subscribe to SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a 61-month Transport Payment Plan (TPP) as set forth in Section 2.4.8 of this Tariff. All TPP regulations including termination liability shall apply.
- (B) Customers may participate in this Contract Tariff by signing a Letter of Agreement (LOA), which will be acknowledged by a Company representative's signature. The signed LOA must be received during the period stated in 25.15.1(A) above.

25.15.3 Description of Services

- (A) The customer must subscribe to a minimum of five new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) at OC-12, OC-48 or OC-192 capacity in order to receive the credits shown below. These five new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) may include new orders for the service, upgrades from lower level SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) or upgrades from other BellSouth SPA services (e.g., SPA DS1, LightGate Service, SmartGate Service, etc.). Credits will be given up to a maximum of fifteen new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) at OC-12, OC-48 or OC-192 capacity. Credits will be given as follows:

(M)

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
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ISSUED: JUNE 7, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-179.1

EFFECTIVE: JUNE 8, 2005

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.15 Contract Tariff – No. 013 (N)

25.15.1 General Regulations (N)

25.15.3 Description of Services (Cont'd) (N)

- (1) For new subscriptions to OC-12 capacity rings, the customer will (M)
receive a credit equivalent to one month of monthly recurring revenue (M)
associated with each new OC-12 node Local Channel and Interoffice (M)
Channel. (M)
- (2) For new subscriptions to OC-48 or OC-192 capacity rings, the customer (M)
will receive a credit equivalent to two months of monthly recurring (M)
revenue associated with each new OC-48 or OC-192 node Local Channel (M)
and Interoffice Channel. (M)

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EFFECTIVE: JULY 13, 2004

ACCESS SERVICE

25 – Contract Tariffs

25.15. Contract Tariff – No. 013

25.15.3 Description of Services (Cont'd)

- (B) The date in which the customer signs the LOA, specified in 25.15.2(B) above, will begin the one year period for attaining the five new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) in (A) above.
- (C) If the customer's SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) has only one new node located in a Full Service Relief MSA, that new node will qualify towards the minimum requirement specified in (A), preceding, and will receive the applicable credits set forth herein. The nodes that are not in a Full Service Relief MSA do not qualify towards the minimum requirement and will not receive the credits herein.

25.15.4 Classifications, Practices and Regulations

(A) Minimum Requirements

None.

(B) Rates and Charges

The terms, conditions, rates and charges for services in this Contract Tariff shall apply as set forth in Section 23 of this Tariff, unless otherwise specified herein. The Company reserves the right to change the terms, conditions, rates and charges for the services in Section 23 or other sections of this Tariff during the contract term set forth in 25.15.2(A) above.

(C) Termination Liability

- (1) In addition to the TPP termination liability set forth in Section 2.4.9 of this Tariff, customers who disconnect SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP twelve-month minimum period will be required to repay all credits given under this Contract Tariff, and the Company will bill such amount to the customer within 90 days.
- (2) The customer will also be required to repay all credits given under this Contract Tariff if the customer does not attain the five new SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) minimum requirement set forth in 25.15.3(A), preceding, within one year of the date specified in the signed LOA. The Company will bill such amount to the customer within 90 days following the one-year period.
- (D) Monthly recurring credits given under this Contract Tariff will be applied to the customer's bill 30 days in arrears (i.e., the next month's bill period).
- (E) This Contract Tariff allows customers to receive rewards in the form of credits for the service herein. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: APRIL 29, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-181
CANCELS ORIGINAL PAGE 25-181

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans

25.16.1 Incentive Plan for BellSouth Optical Transport Services

25.16.1.1 General Regulations

- (A) This Incentive Plan will be offered for a six-month period beginning November 11, 2004, through May 10, 2005, for new subscriptions to the following services: LightGate Service (a.k.a. BellSouth SPA Point to Point Network) (optical service only), SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Wavelength Service.

The May 10, 2005, termination date for this Incentive Plan is being extended to August 10, 2005.

(N)
(N)

- (B) Customers must elect to participate in this Incentive Plan within forty-five days of the Incentive Plan's start day shown in (A) above by signing a Letter of Agreement, which will be provided by the Company and acknowledged by a Company representative's signature.

The new subscription period for this Incentive Plan begins May 1, 2005, and ends May 31, 2005. The customer must submit a Letter of Agreement by May 31, 2005. New subscribers will be rewarded for services under this Incentive Plan for firm order service inquiries dated from May 11 thru August 10, 2005.

(N)
(N)
(N)
(N)
(N)

- (C) The rates and charges for the services in this Incentive Plan are set forth in Section 23 of this Tariff. The terms and conditions in this Incentive Plan shall apply to the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.1.2 Description

- (A) This Incentive Plan provides rewards in the form of credits that will be applied to the customer's bill upon the customer meeting the terms and conditions specified herein.

(M)

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 - CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd) (N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services (Cont'd) (N)

25.16.1.2 Description (Cont'd) (N)

(B) Customers subscribing to the services in this Incentive Plan under a (M)
Transport Payment Plan (TPP) B (37 to 60 months) or Plan C (61 to 96 (M)
months) shall receive rewards on the TPP monthly recurring rates for the (M)
Local Channels, Nodes and Interoffice Channel mileage as shown in the (M)
following chart. Customers must submit a firm order for service with the (M)
firm order application date within the six-month Incentive Plan period (M)(C)
specified in 25.16.1.1(A) above, and the service must be installed by (M)
November 10, 2005. For the purposes of this provision, orders for (M)
services with application dates preceding the effective date of this (M)
tariff that are cancelled subsequent to this tariff's effective date and (M)
then reordered during the nine-month Incentive Plan period shall not (M)
qualify for this Incentive Plan. (M)

The service installation deadline is being extended from November 10, (N)
2005, to February 10, 2006. (N)

An existing TPP whose length of service is changed pursuant to (M)
regulations in 2.4.8(D)(6)(a) does not qualify for this Incentive Plan. (M)

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Page 25-181.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

(C) The rewards are shown in the chart below:

Local Channels/Nodes and Interoffice Channel Mileage	Capacity	Transport Payment Plan	% Discount (Rewards)
SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network)	OC-3 OC-12 OC-48 OC-192	TPP B and C	20%
BellSouth Wavelength Service	All	TPP B and C	25%

(D) The rewards in this Incentive Plan will not apply as follows:

- (1) When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
- (2) For lower level circuits riding on the services in this Incentive Plan and for interfaces or other optional features and functions other than those specified in this Incentive Plan.

(E) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After the services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

(F) Customers may qualify for the rewards in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the six-month Incentive Plan period to a renewed TPP B or C contract for one of the services in this Incentive Plan. The term activation date of the renewed TPP commences on the day after expiration of the existing TPP.
- (2) The customer moves its existing services that are under a month-to-month arrangement to a TPP B or C contract.

Note 1: All material on this page is new.

EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

(F) (Cont'd)

- (3) The customer upgrades an existing lower level service to one of the higher level services in this Incentive Plan (i.e., must be a one-to-one relationship). Rewards will not be given when two or more lower-level SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) are combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), (e.g., rewards will not be given when two OC-12 capacity services are upgraded to one OC-192 service).

Services that are upgraded under this Incentive Plan must start at the beginning month of the new TPP B or C. Following are examples of upgrades that are eligible for rewards:

- An upgrade from a lower level service to a different higher-level service such as an upgrade from a LightGate Service (a.k.a. BellSouth SPA Point to Point Network) to a SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). In addition, two or more lower-level LightGate Services (a.k.a. BellSouth SPA Point to Point Network) may be combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- An upgrade from a lower capacity service to a higher capacity service (same service) such as an upgrade of a OC-48 capacity to a OC-192 capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).

(G) TPP regulations in Section 2.4.8 of this Tariff will apply for the services in this Incentive Plan including TPP termination liability. In addition, if the customer disconnects the service prior to the end of the contract term, the customer must repay all credits received under this Incentive Plan and the Company will bill such amount to the customer within 90 days of the termination date.

(H) The rewards in this Incentive Plan will be computed as credits on the full TPP B or C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.

Note 1: All material on this page is new.

EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

- (I) Customers who receive credits for optical services through this Incentive Plan may not receive credits for the same optical services through any other promotion, incentive plan or contract tariff the customer may subscribe to. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Savings Plan (TSP), Premium Service Incentive Plan (PSIP) or TPP as set forth in Section 2.4.8 of this Tariff.
- (J) The rewards in this Incentive Plan will be provided on the following USOCS:

Local Channels	Central Office/ Customer Nodes	Interoffice Channel
HFSOC	SHNH1	1LPEE
HFSOW	SHNH3	1LPEF
HFSO3	SHNH4	1LPEG
HFS1C	SHNH5	1LPEJ
HFS1W	SHNH6	1LPEK
HFS12	SHNH7	1LPEL
HFS4C	SHNH8	1LPE4
HFS4W	SHNH9	1LPE5
HFS48	SHNC1	1LPE7
HFST2	SHNC3	1LPLG
LWAC1	SHNC4	1LPSD
LWAC2	SHNN2	1LPSE
	SHNN5	1LPSE
	SHNN6	1LPSF
	SHNN8	1LPSG
	SHNN9	1LPSH
		1LPSJ
		1LPS4
		1LPS5
		1LPS7
		1L8EA
		1L8EP
		1LPEA
		1HAXX
		1HA1X
		1HNXX
		1HNZX
		1HVXX
		1HV1X
		1HXXF
		1HNAX
		1HNBX

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE
25 - CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network)

25.16.2.1 General Regulations

- (A) An Incentive Plan will be offered for a six-month period beginning November 11, 2004, through May 10, 2005, for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (electrical service only) and SMARTGate DS3 Service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Off-Net).
- (B) Customers must elect to participate in this Incentive Plan within forty-five days of the Incentive Plan's start day shown in (A) above by signing a Letter of Agreement, which will be provided by the Company and acknowledged by a Company representative's signature.
- (C) The rates and charges for the services in this Incentive Plan are set forth in Section 23 of this Tariff. The terms and conditions in this Incentive Plan shall apply to the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.2.2 Description

- (A) This Incentive Plan provides rewards in the form of credits that will be applied to the customer's bill upon the customer meeting the terms and conditions set forth herein.
- (B) Customers subscribing to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) in this Incentive Plan under a Transport Payment Plan (TPP) B (37-60 months) or Plan C (61-96 months) shall receive rewards on the TPP monthly recurring rates for the Local Channel and Interoffice Channel Mileage as shown in the following chart. Customers subscribing to SMARTGate DS3 Service (a.k.a. BellSouth SPA Managed Shared Ring Network) under a Plan B (60 months) commitment plan shall receive rewards on the Off-Net Service commitment plan monthly recurring rates as shown in the following chart. Customers must submit a firm order for service with the application date within the six-month Incentive Plan period specified in 25.16.2.1(A) above, and the service must be installed by November 10, 2005. For the purposes of this provision, orders for services with application dates preceding the effective date of this tariff that are cancelled subsequent to this tariff's effective date and then reordered during the six-month Incentive Plan period shall not qualify for this Incentive Plan.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Svc. (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

25.16.2.2 Description (Cont'd)

(B) (Cont'd)

An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Incentive Plan.

(C) The rewards are provided in the chart below:

Service	USOCS	Rate Elements	Term Payment Plan	% Discount (Rewards)
Non-channelized LightGate DS3 svc. (a.k.a. BellSouth SPA Point to Point Network)	HFSC7, 1LPEA, 1LPE8, 1LPE9, 1LPE6, 1LPS8, 1LPS9, 1LPS6	Local Channel, Interoffice Channel Mileage	TPP B, C	20%
SmartGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network)	BM3XX	Off Net Service	Plan B	20%

(D) The rewards for services in this Incentive Plan will not apply as follows:

- When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
- For lower level circuits riding on the services in this Incentive Plan and for interfaces or other optional features and functions other than those specified in this Incentive Plan.

(E) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

(F) TPP regulations in Section 2.4.8 of this Tariff apply for non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) and the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) commitment plan regulations in Section 7.4.22 shall apply including the termination liability regulations. In addition, if the customer disconnects the service prior to the end of the contract term, the customer must repay all credits received under this Incentive Plan and the Company will bill such amount to the customer within 90 days of the termination date.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Svc. (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

25.16.2.2 Description (Cont'd)

(G) Customers may qualify for the rewards in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the six-month Incentive Plan period to a renewed TPP B or C contract for one of the services in this Incentive Plan. The term activation date of the renewed TPP commences on the day after expiration of the existing TPP.
- (2) The customer moves its existing services that are under a month-to-month arrangement to a TPP B or C contract.

(H) The rewards in this Incentive Plan will be computed as credits on the full TPP B or C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.

(I) Customers receiving rewards under other Incentive Plans, promotions or contract tariffs that contain the services specified in this Incentive Plan may not subscribe to this Incentive Plan. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Savings Plan (TSP), Premium Service Incentive Plan (PSIP) or TPP.

Note 1: All material on this page is new.

EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16.3 Incentive Plans¹

(N)

25.16.3 Incentive Plan for BellSouth Optical Transport Services

25.16.3.1 General Regulations

- (A) This Incentive Plan will be offered for a nine (9) month period beginning November 15, 2005, through August 14, 2006, for new subscriptions to OC-3 and OC-12 LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and OC-3 and OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (B) Rates and charges for the services in this Incentive Plan are set forth in Section 23 of this Tariff. The terms and conditions in this Incentive Plan shall apply to the following Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff:
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.3.2 Description

- (A) Subject to the customer meeting all terms and conditions set forth in this Incentive Plan, all orders the Company receives during the promotional period in 25.16.3.1(A) above for new subscriptions to the services below shall automatically receive the rewards herein.
- OC-3 and OC-12 LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and OC-3 and C-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)
- (B) Customers subscribing to the services in (A) above under a Transport Payment Plan (TPP) B (37 to 60 months) or Plan C (61 to 96 months) shall receive a twenty percent (20%) reward provided as a credit on the TPP monthly recurring rates for the Local Channels, Nodes and Interoffice Channel mileage as shown in the chart in (D) following. Customers must submit a firm order for service with the firm order application date within the 9-month Incentive Plan period specified in 25.16.3.1(A) above. The service must be installed by May 15, 2007.

For the purposes of this provision, orders for services with application dates preceding the effective date of this tariff that are cancelled subsequent to this tariff's effective date and then reordered during the 9-month Incentive Plan period shall not qualify for this Incentive Plan.

The 20% credit on TPP monthly recurring rates shall apply for the duration of the TPP term the customer selects.

Note 1: All material on this page is new.

EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.3 Incentive Plan for BellSouth Optical Transport Services (Cont'd)

25.16.3.2 Description (Cont'd)

- (C) An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Incentive Plan.
- (D) The 20% credit on TPP monthly recurring rates shall apply to the rate elements associated with the services in the chart below:

Local Channels/Nodes and Interoffice Channel Mileage	Local Channels	Central Office/ Customer Nodes	Interoffice Channel
OC-3 and OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	HFSOC HFSOW HFS03 HFS1C HFS1W HFS12	SHNH1 SHNH3 SHNH5 SHNC1 SHNC3 SHNN5	1LPEE, 1LPEF 1LPEG, 1LPE4 1LPE5, 1LPE7 1LPSD, 1LPSE 1LPSF, 1LPS4 1LPS5, 1LPS7 1L8EA, 1L8EP 1LPEA, 1HAXX 1HA1X, 1HNXX 1HNZX, 1HVXX 1HV1X, 1HXXF 1HNAX, 1HNBX
OC-3 and OC-12 LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network)			

(E) Rewards in this Incentive Plan will not apply:

- (1) When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
 - (2) For lower level circuits riding on the services in this Incentive Plan and for interfaces or other optional features and functions other than those specified in this Incentive Plan.
- (F) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After the services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.3 Incentive Plan for BellSouth Optical Transport Services (Cont'd)

25.16.3.2 Description (Cont'd)

(G) Customers may qualify for the 20% reward in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the 9-month Incentive Plan period to a renewed TPP B or C contract for one of the services in this Incentive Plan. The term activation date of the renewed TPP commences on the day after expiration of the existing TPP.
- (2) The customer moves its existing services that are under a month-to-month arrangement to a TPP B or C contract.
- (3) The customer renews a TPP contract during the 9-month Incentive Plan period to a TPP B or C contract when the existing TPP contract term has been fulfilled with no termination liability required.
- (4) The customer upgrades an existing lower level service to one of the higher level services in this Incentive Plan (i.e., must be a one-to-one relationship). Rewards will not be given when two or more lower-level SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) are combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), (e.g., rewards will not be given when two OC-3 capacity services are upgraded to one OC-12 service).

Services that are upgraded under this Incentive Plan must start at the beginning month of the new TPP B or C. Following are examples of upgrades that are eligible for rewards:

- An upgrade from a lower level service to a different higher-level service such as an upgrade from a LightGate Service (a.k.a. BellSouth SPA Point to Point Network) to a SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). In addition, two or more lower-level LightGate Services (a.k.a. BellSouth SPA Point to Point Network) may be combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- An upgrade from a lower capacity service to a higher capacity service (same service) such as an upgrade of a OC-3 capacity to a OC-12 capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-187.4

EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.3 Incentive Plan for BellSouth Optical Transport Services (Cont'd)

25.16.3.2 Description (Cont'd)

- (H) TPP regulations in Section 2.4.8 of this Tariff will apply for the services in this Incentive Plan including TPP termination liability. In addition, if the customer disconnects service prior to the end of the contract term, the customer must repay all credits received under this Incentive Plan and the Company will bill such amount to the customer within 90 days of the termination date.
- (I) The rewards in this Incentive Plan will be computed as credits on the full TPP B or TPP C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.
- (J) Customers who receive credits for optical services through this Incentive Plan may not receive credits for the same optical services through any other promotion, incentive plan or contract tariff. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Advantage Plan (TAP), Premium Service Incentive Plan (PSIP) or Transport Payment Plan (TPP) as set forth in Section 2.4.8 of this Tariff.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network)

25.16.4.1 General Regulations

- (A) An Incentive Plan will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (electrical service only).
- (B) The rates and charges for the services in this Incentive Plan are set forth in Section 23 of this Tariff. The terms and conditions in this Incentive Plan shall apply to the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.4.2 Description

- (A) This Incentive Plan provides rewards in the form of credits for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) provisioned to an end user location.
- (B) Customers subscribing to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 – 60 months) or TPP C (61 – 96 months) shall receive the credits shown in the chart below on the TPP monthly recurring rates for the Local Channel and Interoffice Channel Mileage.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Customers must submit a firm order for service with the application date within the nine-month Incentive Plan period specified in 25.16.4.1(A) above, and the service must be installed by September 15, 2006.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

25.16.4.2 Description (Cont'd)

- (D) For the purposes of this provision, orders for services with application dates preceding the effective date of this tariff that are cancelled subsequent to this tariff's effective date and then reordered during the six-month Incentive Plan period shall not qualify for this Incentive Plan.
- (E) An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Incentive Plan.
- (F) The rewards in this Incentive Plan will apply to the following:

Service	Rate Elements	USOCS
Non-channelized LightGate DS3 svc. (a.k.a. BellSouth SPA Point to Point Network)	Local Channel, I/O Channel Mileage	HFSC7, 1LPEA 1LPE8, 1LPE9 1LPE6, 1LPS8 1LPS9, 1LPS6

- (G) The rewards for services in this Incentive Plan will not apply as follows:
- When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
 - For lower level circuits riding on the services in this Incentive Plan and for interfaces or other optional features and functions other than those specified in this Incentive Plan.
 - For Local Channels terminating at a location other than an end user location (i.e., rewards will not apply for Local Channels terminating at an inter-exchange carrier's point-of-presence.)
 - When services in this Promotion terminate in a physical or virtual collocation arrangement in a Company central office.
- (H) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

25.16.4.2 Description (Cont'd)

- (I) TPP regulations in Section 2.4.8 of this Tariff apply for non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point). In addition, if the customer disconnects the service prior to the end of the contract term, the customer must repay all credits received under this Incentive Plan and the Company will bill such amount to the customer within 90 days of the termination date.
- (J) Customers may qualify for the rewards in this Incentive Plan if:
 - (1) The customer renews a TPP contract that expires within the nine-month Incentive Plan period to a renewed TPP A (24 month minimum), TPP B or TPP C contract for one of the services in this Incentive Plan. The term activation date of the renewed TPP commences on the day after expiration of the existing TPP.
 - (2) The customer moves its existing services that are under a month-to-month arrangement to a TPP A (24 month minimum), TPP B or TPP C contract.
 - (3) The customer renews a TPP contract during the 9-month Incentive Plan period to a TPP B or C contract when the existing TPP contract term has been fulfilled with no termination liability required.
- (K) The rewards in this Incentive Plan will be computed as credits on the full TPP tariff price for services in this Incentive Plan. Credits will not be applied to taxes.
- (L) Customers receiving rewards under other Incentive Plans, promotions or contract tariffs that contain the services specified in this Incentive Plan may not subscribe to this Incentive Plan. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Advantage Plan (TAP), Premium Service Incentive Plan (PSIP) or TPP.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.1 General Regulations

- (A) An Incentive Plan for Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, subject to the regulations, terms and conditions provided herein.
- (B) The regulations, terms and conditions for this Incentive Plan shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Incentive Plan 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 during the Incentive Plan period in (A) above.

25.16.5.21.2 Description

- (A) To qualify for the rewards in this Incentive Plan, the customer must subscribe to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network), described in (F) following, under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months). The TPP regulations, in Section 2.4.8 of this Tariff shall apply, including termination liability regulations.
- (B) Upon subscribing to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) described in (F) following, the customer will receive credit, as shown below, on the TPP monthly recurring rates for the Local Channel Systems, Optical Terminations, Central Office and Customer Interfaces, Channelization Systems and Interoffice Fixed and Per Mile Channels associated with the service. The credit on TPP rates will apply each month for the duration of the TPP term and will be applied to the customer's bill one month in arrears.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Should the customer disconnect service prior to the TPP term, the customer must repay all monthly recurring credits received under this Incentive Plan and such amount will be billed to the customer within 90 days of the service termination date.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

- (D) Customers who renew a TPP contract that expires during the Incentive Plan period specified in 25.16.5.1(A) above for the services in herein will qualify for credit on TPP monthly recurring rates. Eligible TPPs for renewal are those that expire during the Incentive Plan period and where termination liability does not apply. The customer may take advantage of this Incentive Plan by renewing the expired TPP under a new TPP A, B or C.
- (E) In addition to (D) above, customers who have fulfilled the minimum term of an existing TPP (i.e., 12 months of TPP A, 37 months of TPP B and 61 months of TPP C) may qualify for this Incentive Plan by either renewing the TPP or entering into a new TPP with a term of 24, 37 or 61 months, as applicable.
- (F) Customers must submit orders during the Incentive Plan period in 25.16.5.1(A) above for the new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and the service must be installed no later than September 15, 2006.
- (G) The chart below provides the services and rate elements for which the rewards in this Incentive Plan shall apply.

Service Description	Rate Elements	USOCS
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	Local Channel Systems	HFSCF, HFSCG HFSC7, HFSCJ, 1LPEA
LightGate 2 and 3 Services (a.k.a. BellSouth SPA Point to Point Network)	Optical Termination	HFSL2, HFSL3
LightGate 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	DS3 CO and Customer Channel Interfaces	1PQEC, 1PQEP MQ3C0, 1PQE3
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	28 DS1 Channel System	MQ3C0, MQ3C1
LightGate 1 Service (a.k.a. BellSouth SPA Point to Point Network)	I/O Fixed & Per Mile Channels (0-8 & 9-25 mileage bands only)	1LPS8, 1LPE8 1LPE9, 1LPS9

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

(H) The rewards in this Incentive Plan will not apply:

- (1) When UNEs or combination of UNEs commingled with services in this Incentive Plan exceed 14 DS1s of an eligible DS3 service capacity. Annual reviews will be performed to determine if commingling of such services has exceeded 14 DS1s of the service capacity of an eligible DS3 facility, at such time credits will be discontinued.
- (2) When UNEs do not terminate and originate at the same serving wire center as the Local Channel for LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (3) When UNEs connect to a SPA DS1 Interoffice Channel.
- (4) When UNEs connect to an Interoffice Channel and Local Channel for LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (5) For lower level circuits riding on the services in this Incentive Plan and for optional features and functions other than those specified herein.
- (6) When services in this Incentive Plan terminate in a physical or virtual collocation arrangement in a Company central office.
- (7) When services in this Incentive Plan are under a month-to-month billing arrangement.
- (8) Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).

(I) Credits in this Incentive Plan will be applied to the full TPP monthly rates for services in this Incentive Plan and will not be applied to taxes.

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-187.11
CANCELS ORIGINAL PAGE 25-187.11

EFFECTIVE: DECEMBER 21, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)

25.16.6 Incentive Plan – DS1 Service (a.k.a. BellSouth SPA DS1) (Cont'd)

25.16.6.1 General Regulations

This Incentive Plan is being cancelled with the effective date of this
Tariff. No new subscriptions to this Incentive Plan will be accepted after
December 21, 2005. All subscriptions received on or before December 21,
2005, will be honored. (N)
(N)
(N)
(N)

- (A) An Incentive Plan for DS1 Service (a.k.a. BellSouth SPA DS1) will be offered for a three (3) month period beginning January 1, 2006, through March 31, 2006, subject to the regulations, terms and conditions provided herein.
- (B) Customers may subscribe to this Incentive Plan during the period in (A) above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature. The LOA shall contain the customer's Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions for this Incentive Plan shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (D) Rates and charges for services in this Incentive Plan 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 during the Incentive Plan period in (A) above.

25.16.6.2 Description

- (A) This Incentive Plan rewards long-term customers who have had their existing DS1 Service (a.k.a. BellSouth SPA DS1) for 36 months or longer. The reward in (B) below will be provided subject to the following conditions:
 - (1) The customer's SPA DS1 Service must be under a CSPP contract term of 49 months or greater or an Area Commitment Plan (ACP) B. The CSPP and ACP regulations, terms and conditions provided in Section 2.4.8 of this Tariff shall apply including termination liability regulations.
 - (2) The customer must have seventy percent (70%) or more of their SPA DS1 Local Channels and Interoffice Channels under the ACP B.
 - (3) The customer must have a minimum of five hundred (500) SPA DS1 Local Channels or nine thousand (9,000) Interoffice Channel miles under the ACP B.
- (B) The customer will be rewarded a ten percent (10%) credit on the CSPP and ACP monthly recurring rates for the SPA DS1 Local Channel and Interoffice Channel. The ten percent (10%) credit will apply for the duration of the CSPP or ACP contract term and will continue to apply as long as the customer keeps the SPA DS1 Service in service.

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ISSUED: DECEMBER 13, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-187.12

EFFECTIVE: DECEMBER 14, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.6 Incentive Plan – DS1 Service (a.k.a. BellSouth SPA DS1) (Cont'd)

25.16.6.2 Description (Cont'd)

- (C) The credit in (B) above will apply in addition to the ACP and CSPP discounts.
- (D) The credit will be applied to the customer's bill one month in arrears.
- (E) The credit will not apply to services that terminate in a physical or virtual collocation arrangement in a Company central office.
- (F) The credit will be applied to the service's full tariff price and will not be applied to taxes.

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EFFECTIVE: APRIL 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.17 Contract Tariff – No. 014¹ (N)

- (A) Customers may subscribe to this Contract Tariff within a period of fifteen (15) days following the Contract Tariff's effective date. The subscription period expires April 16, 2005.
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 14 in the Full Service Relief Metropolitan Statistical Areas (MSAs) defined in Section 23 of this Tariff.
- (C) This Contract Tariff provides a Service Level Agreement (SLA), which shall apply pursuant to regulations, terms and conditions in 25.17.2 following.
- (D) 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 unless otherwise specified herein.
- (E) Upon subscription to this Contract Tariff, the customer must have Total Billed Revenue (TBR) for Qualifying Services for 2004 of at least \$400M.

25.17.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued.
- (2) Customers may subscribe to this Contract Tariff within the 15-day subscription period above by signing 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).

(B) Metropolitan Statistical Areas

The regulations, terms and conditions provided herein shall apply for the Full Service Relief MSAs as said MSAs are defined in Section 23 of this Tariff.

(C) Description of Services

(1) Qualifying Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's Qualifying Annual TBR pursuant to regulations in (D) following. Rates and charges for these services are set forth in Section 6, Section 7, Section 9, Section 10, Section 21, Section 23, Section 28 and Section 29 of this Tariff.

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EFFECTIVE: APRIL 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.17 Contract Tariff – No. 014¹

(N)

25.17.1 General Regulations

(C) Description of Services (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue (Cont'd)

BellSouth SWA Dedicated Transport Service (Section 6 and Section 23)

- BellSouth SWA VG
- BellSouth SWA DSO
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Section 7 and Section 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video_)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- Special Access (a.k.a. BellSouth SPA) Surcharge and Message Station Equipment Recovery Charge

BellSouth Directory Assistance Access (Section 9)

- BellSouth Directory Transport

Special Federal Government Access Services (Section 10)

- Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Section 21 and Section 23)

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

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(N)

25.17.1 General Regulations

(C) Description of Services (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue (Cont'd)

Digital Subscriber Line Access Services (Section 23 and 28)

- BellSouth ADSL Service
- BellSouth Enterprise DSL Service
- BellSouth Session Based DSL Service

Optical Transport Access Services (Section 23 and Section 29)

- BellSouth Wavelength Service

(2) Eligible Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's eligible total billed revenue for the MSAs set forth in 25.17.1(B) preceding for which the incentives in this Contract Tariff shall apply.

BellSouth SWA Dedicated Transport Service (Section 23)

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Section 23)

- Voice Grade (a.k.a. BellSouth SPA VG)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA DS1)
- Alternate Serving Wire Center
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service

Optical Transport Access Services (Section 23)

- BellSouth Wavelength Service

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25.17.1 General Regulations

(D) Minimum Total Billed Revenue

To qualify for the discount incentives as set forth in 25.17.3(A)(1), the customer must achieve an Annual TBR volume level provided in Table 1, Section 25.17.3, calculated monthly. The Qualifying Annual TBR volumes in Table 1 represent monthly recurring revenues for services in 25.17.1(C)(1) preceding, billed to the customer on a region-wide basis. These revenues will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

The customer's Eligible TBR represents monthly recurring revenues for services in 25.17.1(C)(2) preceding, which are billed to the customer in the MSAs set forth in 25.17.1(B) preceding. These revenues will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

(E) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

- (a) The incentives in this Contract Tariff will be provided in the form of credits that will be applied to the customer's bill. If the customer achieves an annual TBR volume level in Table 1, as calculated in this subsection (E)(1), the applicable incentive percentage will be applied to the customer's monthly TBR for the Eligible Services in 25.17.1(C)(2) preceding provided in the MSAs set forth in 25.17.1(B). The incentive percentage will not be applied to the region-wide annual TBR the customer achieves.

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25.17.1 General Regulations

(E) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives (Cont'd)

(a) Cont'd

The incentives will be determined as described below. Table 1 (25.17.3(A)(1)) provides an example of how the incentives will apply.

- At the end of each month, the customer's monthly TBR will be annualized to determine the annual TBR volume level. If the annualized TBR volume level falls within a volume level shown in Table 1 following, the incentive percentage associated with that volume level will be used to determine the incentive the customer earns for such month. The incentive percentage will be applied to the customer's monthly TBR for Eligible Services in 25.17.1(C)(2), preceding.
- (b) If in any month of the contract term the customer does not achieve an annualized TBR volume level shown in Table 1, there will be no shortfall penalty nor will the customer qualify for an incentive for such month nor will the Contract Tariff be terminated.
- (c) The incentive the customer earns each contract term month will be applied to the customer's bill one month in arrears.

(2) Alternate Serving Wire Center Credit

Customers subscribing to this Contract Tariff will receive a 50% credit on an applicable Transport Payment Plan (TPP) rates for new subscriptions and renewals to Alternate Serving Wire Center (ASWC) (USOC 1HAXX). The credit will be applied to the customer's bill one month in arrears for the duration of the contract term.

In the event an ASWC service interruption occurs pursuant to regulations for credit allowance for service interruptions in 2.4.8(B)(a) of this Tariff, the Company will make a manual billing adjustment which shall be the difference in the ASWC TPP rate prior to the 50% credit and the ASWC TPP rate after the 50% credit.

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(N)

25.17.1 General Regulations

(E) Classifications, Practices and Regulations

(3) SMARTRing Service (a.k.a. BellSouth Dedicated Ring) Transport Payment Plan

Customers subscribing to SMARTRing Service (a.k.a. BellSouth Dedicated Ring) subsequent to the effective date of this Contract Tariff in the MSAs set forth in 25.17.1(B) under a 37 or 61 month TPP (i.e., TPP B or C), the Company shall waive termination liability upon the customer fulfilling 36 months of the 37 month TPP and 60 months of the 61 month TPP.

(4) Restrictions

- (a) The customer may not sign up for another Contract Tariff for the same MSAs and the same services set forth in this Contract Tariff, unless the customer terminates its subscription under this Contract Tariff when it moves to any other Contract Tariff. Such termination would be without any liability.
- (b) The incentives in this Contract Tariff will not be applied to taxes.

(5) Mergers and Acquisitions

Should the customer merge with another company or is acquired by another company, the following regulations shall apply:

- (a) The customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives or credits provided in this Contract Tariff.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

This Service Level Agreement (SLA) as specified herein shall become effective on the first full calendar month following the effective date of the Contract Tariff, and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

Unless otherwise stated herein, the services for which this SLA applies are SPA DS1 and SPA DS3 ordered pursuant this Contract Tariff.

(1) Performance Metrics and Measurement Methodology

- (a) The SLA Performance Targets and maximum SLA Performance Credits are shown in Tables A-1, A-2, A-3, and Table B in 25.17.2(A) (5)(a) following. The performance measures that will be tracked and measured are as follows:

- On-Time Performance (OTP)
- New Circuit Failure Rate (NCFR)
- Mean Time to Repair (MTTR)
- Failure Frequency (FF)

With the exception of DS3 On-Time Performance (OTP), which is not included in this SLA, each of these performance measures will be applied separately to the SPA DS1 and SPA DS3 classes of service, resulting in the seven individual performance measures provided in Tables A-1, A-2, and A-3 in 25.17.2(A) (5)(a) following. All performance measures as described will be derived from provisioning and maintenance records having or relating directly to the reporting ACNA agreed upon by the Company and the Customer.

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data provided under this SLA:

Data Collection and Reporting

- The Company will utilize its self-reported performance measurement data to assess, at regular intervals, progress of individual measurements versus Performance Targets. The Company's self reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a SLA Performance Credit. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(1) Performance Metrics and Measurement Methodology (Cont'd)

(b) (Cont'd)

Data Collection and Reporting (Cont'd)

- Reports will display all percentages and averages to two decimal points, using standard rounding rules.
- BellSouth will provide performance reports quarterly by the last business day of the month following the reported quarter.
- SLA data collection procedures shall include only data and results from all MSAs of the BellSouth region.
- A minimum of 30 transactions (orders/new installations) must be completed in the annual reporting period for the performance measurement to be assessed. Performance measurements with less than the minimum of 30 transactions will be awarded 14.3 points.

Calculation

At the conclusion of each Contract Tariff agreement year, the 12-month results for each performance measure will receive a point value of 14.3 points if its established SLA Performance Target for the appropriate Contract Tariff year is met. Partial point adjustments, as calculated below, will be awarded if an individual 12-month performance measurement either falls below or exceeds its target performance level and stays within the maximum and minimum range. These results will then be totaled (seven (7) individual metrics) to provide an overall performance score. This total score will determine the appropriate SLA Performance Credit as described in Table B in A (5)(b) following.

Partial point values for performance measurements are determined by the fractional degree to which the SLA Performance Target was exceeded or missed. Maximum and minimum Performance Targets are provided in tables A-1, A-2 and A-3 of section A (5) (a) following. For performance below the established Performance Target, but exceeding the minimum, the achieved percentage of possible basis points between the minimum and the Performance Target will be multiplied by 14.3 to provide the points earned. For performance above the established Performance Target, the achieved percentage of possible basis points between the maximum service level and the Performance Target shall be multiplied by 10.7, and that result added to 14.3, to provide the points earned. A maximum of 25 points will be awarded for performance above the established maximum Performance Target, and no points will be awarded for performance below the minimum Performance Target.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(1) Performance Metrics and Measurement Methodology (Cont'd)

(b) (Cont'd)

Calculation (Cont'd)

- Example 1 (Illustrative)

The end of year result for DS1 Failure Frequency (DS1 FF) is 22.0%. The established SLA Target for this individual performance measure is 20.50%, with a maximum service level of 18.45% and a minimum of 22.55%.

The points earned for this individual result will be determined as follows:

Total Basis Points (vs. Minimum) = $22.55 - 20.50 = 2.05$
Earned Basis Points = $22.55 - 22.0 = 0.55$

Percentage of Basis Points Earned = $0.55 / 2.05 = .268$ (27%)

Since performance was below the Performance Target,
Points Earned = $27\% * 14.3 = 3.8$

- Example 2 (Illustrative)

The end of year result for DS1 On-Time Provisioning (DS1 OTP) is 97.50%. The established SLA Performance Target for this individual performance measure is 96.0%, with a maximum of 99.0% and a minimum of 93%.

The points earned for this individual result will be determined as follows:

Total Basis Points (vs. Maximum) = $99.0 - 96.0 = 3.0$
Earned Basis Points = $97.5 - 96.0 = 1.5$
Percentage of Basis Points Earned = $1.5 / 3.0 = .5$ (50%)

Since performance is above the Performance Target,
Points Earned = $(50\% * 10.7) + 14.3 = 19.7$

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(1) Performance Metrics and Measurement Methodology (Cont'd)

(b) (Cont'd)

Restrictions

Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, strikes, nuclear accidents or power blackouts.

In the event of a failure or delay in the collection of data necessary in the Company's performance of its obligations for this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost due to delay.

(2) Performance Metrics Definitions

(a) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative. This measurement includes all troubles found in the Company's network: Central Office (CO), Station (STN), Service Bureau (SVB) and Facility (FAC). Also included are the following trouble conditions not found in the Company's network: Test OK (TOK), No Trouble Found (NTF) and Came Clear (CC).

Exclusions: Troubles opened as information tickets, release tickets or test assist are not included in this measurement, neither are tickets closed as Serving Bureau – ICO (SVB-47), Customer Premise Equipment (CPE), Inter-exchange Carrier (IEC) and Informational (INF) Tickets.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(2) Performance Metrics Definitions (Cont'd)

(a) Mean Time to Repair (MTTR) Hours (Cont'd)

Business Rule: Mean Time To Restore is calculated by dividing the total number of trouble duration hours for troubles occurring in the yearly review period by the total number of troubles in the yearly review period. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration result.

(b) Failure Frequency

Failure Frequency is represented as an annualized percent of applicable exchange access circuits (excluding message T1s) provided by the Company that have had a trouble occurrence, exclusive of troubles not assignable to the Company. For Meet Point and Joint Provided Access circuits, only troubles assignable to the Company shall be included. For Type 2 Access circuits, only troubles where the Company exhibits primary control shall be included.

Exclusions: Troubles opened as information tickets, release tickets or test assists are not included as failures assignable to the Company. Also not included are trouble tickets closed out as Test Okay (TOK), No Trouble Found (NTF), Serving Bureau – ICO (SVB-47), Customer Premise Equipment (CPE), Inter-exchange Carrier (IEC) and Informational (INF) Tickets.

Business Rule: Failure Frequency is calculated by dividing the total number of circuit failures assignable to the Company by the total number of applicable circuits provided by the Company and annualized by multiplying by 12.

(c) New Circuit Failure Rate

This metric measures the percent of new customer circuits installed by the Company where a reported trouble was found in the Company network within 30 calendar days of order completion. A service is considered to have a problem or trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

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(N)

25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(2) Performance Metrics Definitions (Cont'd)

(c) New Circuit Failure Rate (Cont'd)

Exclusions: Troubles attributed to Test OK (TOK), No Trouble Found (NTF), Serving Bureau – ICO (SVB-47), Customer Premise Equipment (CPE), Inter-exchange Carrier (IEC), and Informational (INF) Tickets.

Business Rule: The total number of circuits with trouble reports within thirty-days of installation, divided by the total number of new circuits installed for the review period. Only Add orders are considered for this measurement.

(d) On-Time Provisioning

This metric measures the percentage of Access Services provisioned in such a manner that the customer does not experience any installation delays beyond the Customer Desired Due Date.

Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. Missed due dates attributable to ICO's. (Orders are included in the review period that they are completed).

Business Rule: On-Time Performance is calculated by dividing the number of ASRs that have missed Customer Desired Due Date (DDD) for reasons assignable to the Company by the number of ASRs completed in the reporting period.

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(3) Customer Obligations

In order to receive the SLA Performance Credits specified in this SLA, the customer agrees to the following conditions:

- (a) Achieve minimum annual Total Billed Revenue (TBR) of \$350M.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

(4) Company Obligations

- (a) The Company will evaluate and calculate the SLA performance on an annual basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each yearly evaluation, two months in arrears of the customer's Contract Tariff anniversary date. The annual SLA Performance Credit will be applied to Customer's Qualifying Services provisioned in the Company's Price Flex MSAs, as defined in Section 25.17.1 (B).
- (b) At the time of evaluation, the Company will calculate the prior 12-months of TBR, as described in Section 25.17.1 (C)(1). The Customer's TBR for the prior 12 months will be utilized in the calculation of the maximum SLA Performance Credit, as set forth below. That percentage will then be multiplied by the TBR for the Price Flex MSAs for the prior 12-month period in order to determine a maximum SLA Performance Credit amount used in the calculations following.

TBR	Percentage of Price Flex Revenue Eligible For SLA Credit
> 500 - 525	1.0%
> 475 - 500	0.9%
> 450 - 475	0.8%
> 425 - 450	0.7%
> 350 - 425	0.6%

Example:

\$430M in Qualifying Services TBR, Qualifies for maximum SLA performance credit of 0.7% x \$250M (hypothetical Price Flex Revenue) = \$1.75M

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(4) Company Obligations (Cont'd)

(c) The Annual SLA Performance Credit will be determined as follows:
 Maximum SLA Performance Credit amount (as described above)
 multiplied by the applicable payout percentage determined in Table
 A of 27.17.2 (A)(5)(b) following.

(d) The following example illustrates how the Company will calculate
 the SLA Performance Credits.

A hypothetical view of End of Year Results and the SLA Review is
 provided in the table below. The Performance Targets, Points Earned
 and Results used are presented for illustrative purposes only.

SLA Performance Measure	Target	Target MIN	Target MAX	E0Y Result	Points Earned
Failure Frequency (FF)					
DS3	5.60%	6.16%	5.04%	5.90%	6.6
DS1	20.50%	22.55%	18.45%	22.00%	3.8
Mean Time to Repair (MTTR)					
DS3	1.55	1.71	1.40	1.54	14.8
DS1	3.60	3.96	3.24	3.72	9.5
New Circuit Failure Rate (NCFR)					
DS3	2.20%	2.42%	1.98%	2.15%	16.7
DS1	4.50%	4.95%	4.05%	4.62%	10.5
On-Time Provisioning (OTP)					
DS1	96.0%	93.0%	99.0%	97.50%	19.7
Total Score					81.6

If the Total Billed Revenue for the prior 12-month period was
 \$430M, the percentage applied to eligible Price Flex Revenue would
 be 0.7%. If given \$250M in Price Flex Revenue, the maximum SLA
 Performance Credit amount would be determined as follows: 0.7% *
 \$250,000,000 = \$1,750,000. Given the resulting SLA performance
 points score of 81.6, 25% credit would be applied to the \$1,750,000
 eligible amount in determining the applicable SLA Performance
 Credit. This would yield a resulting SLA Credit of \$437,500 to the
 Customer's Qualifying Services provisioned in the Company's Price
 Flex MSAs.

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(5) SLA Performance Evaluation Criteria

(a) Service Levels

Tables A-1, A-2 and A-3 below provide target service levels for each measured SLA component, with their respective minimum and maximum performance band criteria:

Table A-1 SLA Performance Criteria For Year 1

SLA Performance Measure	Performance Target	Minimum Target	Maximum Target
Failure Frequency (FF)			
DS3	5.60%	6.16%	5.04%
DS1	20.50%	22.55%	18.45%
Mean Time to Repair (MTTR)			
DS3	1.55	1.71	1.40
DS1	3.60	3.96	3.24
New Circuit Failure Rate (NCFR)			
DS3	2.20%	2.42%	1.98%
DS1	4.50%	4.95%	4.05%
On-Time Provisioning (OTP)			
DS1	96.00%	93.00%	99.00%

Table A-2 SLA Performance Criteria For Year 2

SLA Performance Measure	Performance Target	Minimum Target	Maximum Target
Failure Frequency (FF)			
DS3	5.54%	6.10%	4.99%
DS1	20.30%	22.32%	18.27%
Mean Time to Repair (MTTR)			
DS3	1.53	1.69	1.38
DS1	3.56	3.92	3.21
New Circuit Failure Rate (NCFR)			
DS3	2.18%	2.40%	1.96%
DS1	4.46%	4.90%	4.01%
On-Time Provisioning (OTP)			
DS1	97.00%	94.00%	99.00%

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(5) SLA Performance Evaluation Criteria

(a) Service Levels (Cont'd)

Table A-3 SLA Performance Criteria For Year 3

SLA Performance Measure	Performance Target	Minimum Target	Maximum Target
Failure Frequency (FF)			
DS3	5.49%	6.04%	4.94%
DS1	20.09%	22.10%	18.08%
Mean Time to Repair (MTTR)			
DS3	1.52	1.67	1.37
DS1	3.53	3.88	3.18
New Circuit Failure Rate (NCFR)			
DS3	2.16%	2.37%	1.94%
DS1	4.41%	4.85%	3.97%
On-Time Provisioning (OTP)			
DS1	97.00%	94.00%	99.00%

(b) SLA Performance Scoring

Table B below provides the respective SLA credit percentage applied, given a total score using the aforementioned calculations procedures.

Table B

Total Measurement Component Points Earned	SLA Rebate %
85 or higher	0%
80 to < 85	25%
75 to < 80	50%
70 to < 75	75%
0 < 70	100%

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25.17.3 Revenue Volumes and Incentives

(A) Annual Total Billed Revenue (TBR) Volumes and Incentives

- (1) Table 1 below provides the annual TBR volume levels and incentives. The customer's monthly TBR will be annualized at the end of each month to determine the annual TBR volume level achieved. If the customer's annual TBR falls within a level shown in Table 1 below, the corresponding incentive percentage in Column B will be used to determine the monthly revenue incentive the customer earns. The incentive percentage will be applied to monthly TBR for Eligible Services in the MSAs set forth in this Contract Tariff. The incentive the customer earns will be applied to the customer's bill each contract term month one month in arrears. The maximum incentive the customer may earn each month is shown in Table 1, Column C.

TABLE 1

(A) Annual Total Billed Revenue (TBR) Volumes (Region-wide)	(B) Incentive Percentage	(C) Maximum Monthly Revenue Incentive
(\$ Millions)		
\$400 - \$425	1.0%	\$.208
>\$425 - \$450	1.75%	\$.375
>\$450 - \$475	3.0%	\$.708
>\$475 - \$500	4.25%	\$1.0
Maximum >\$500 - \$525	5.25%	\$1.33

- (2) Following is an example of how the customer may earn incentives in this Contract Tariff.

- The customer's monthly-billed TBR (region-wide) for the first term month is \$39,583,333, annualized TBR at \$475 million. The customer qualifies for the incentive percentage of 4.25%, as shown in Table 1 above. If the customer's monthly TBR for eligible services in the MSAs in this Contract Tariff are \$25,729,166, the customer will earn the maximum monthly incentive of \$1 million (i.e., 4.25% of \$25,729,166 = \$1,093,490). The incentive credit will be applied to the customer's bill one month in arrears.

Note 1: All material on this page is new.

EFFECTIVE: APRIL 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015¹

(N)

- (A) Customers may subscribe to this Contract Tariff within thirty (30) days following the Contract Tariff's effective date. The subscription period expires May 9, 2005.
- (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 regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Atlanta

25.18.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place an order instead for new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) as specified in 25.18(C) above in order to receive the rewards. Also, the customer agrees not to add new SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place new circuit orders instead for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) in the MSAs in 25.18(C) above. The new circuit orders for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) specified in 25.18(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: APRIL 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015 (Cont'd)¹

(N)

25.18.1 General Regulations (Cont'd)

(A) (Cont'd)

- (3) The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will receive a 20% credit on the monthly recurring TPP C rates associated with the Local Channel, Node and Interoffice Channel mileage for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) The service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than August 10, 2005, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates will be discontinued.

(C) 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 unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

EFFECTIVE: APRIL 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015 (Cont'd)¹

(N)

25.18.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP C contract term will be responsible for paying any shortfall charges credited for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring), and such charges will be billed to the customer within 90 days of disconnecting the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-192 level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.19 Contract Tariff – No. 016¹

(N)

- (A) This Contract Tariff is valid for a six-month period beginning May 1, 2005, and ending October 31, 2005.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief MSAs set forth in Section 23 of this Tariff.

25.19.1 General Regulations

(A) Term and Renewal Options

- (1) To be eligible for the rewards in this Contract Tariff, customers must have an existing Area Commitment Plan (ACP) for DS1 Service (a.k.a. BellSouth SPA DS1) Interoffice Channels prior to the Contract Tariff's effective date. ACP is provided in Section 2.4.8(B) of this Tariff and all ACP regulations shall apply including termination liability and shortfall charge regulations.
- (2) The rewards in this Contract Tariff will be provided for the six-month period specified in 25.19(A) above after which time the rewards will be terminated. Rewards are provided as credits that will be applied to the customer's bill upon the customer meeting the requirements set forth in this Contract Tariff.

(B) Description

Customers subscribing to DS1 Service (a.k.a. BellSouth SPA DS1) may earn credits subject to the following conditions:

- (1) At the end of each month of the six-month period in 25.19(A) above, the customer's previous month's net SPA DS1 Interoffice Channels (i.e., Fixed rate element) must be a positive number in order to qualify for credits. Net Interoffice Channels represents the difference between the Interoffice Channels installed in a month and the Interoffice Channels disconnected for such month.
- (2) If in any month during the six-month period the customer has positive net SPA DS1 Interoffice Channels and the previous month's net SPA DS1 Interoffice Channels are positive, the customer will earn a one-time credit based on the Interoffice Channel volume level the customer attains for such month as shown below. Credit the customer earns each month will be awarded as a single one-time credit and does not apply per Interoffice Channel.

<u>Net Interoffice Channel Volume</u>	<u>Monthly Credit Earned</u>
26 – 125	\$ 5,000
126 – 250	10,000
>250	20,000

Note 1: All material on this page is new.

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EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.19 Contract Tariff – No. 016¹

(N)

25.19.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer will not qualify for credits if the previous month's net SPA DS1 Interoffice Channels are not positive and/or if the current month's net SPA DS1 Interoffice Channels are not positive.

(C) Minimum Requirements

Not applicable.

(D) Rates and Charges

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

(E) Classifications, Practices and Regulations

- (1) Any customer meeting the requirements of this Contract Tariff in any month during the six-month period in 25.19(A) above will automatically earn the applicable credit shown in (B), preceding. Credit the customer earns each month will be accumulated and applied to the customer's bill within 90 days following the six-month end date.
- (2) Customers who receive credits under another Contract Tariff or promotion for the same service and the same MSAs set forth herein shall not qualify for the credits in this Contract Tariff.
- (3) Applicable taxes and any credits earned under this Contract Tariff will be computed on the full tariff price for the service. Credits will not be applied to taxes.

Note 1: All material on this page is new.

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 15, 2005.
- (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 regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Areas (MSA) below:
 - Jacksonville, FL
 - Orlando, FL

25.20.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place an order instead for new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) as specified in 25.20(C) above in order to receive the rewards. Also, the customer agrees not to add new SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place new circuit orders instead for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) specified in 25.20(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017 (Cont'd)¹

(N)

25.20.1 General Regulations (Cont'd)

(A) Description (Cont'd)

- (3) The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will qualify for the 20% credit on monthly recurring TPP C rates associated with the new OC-192 Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than 120 days from the customer's firm order confirmation date, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates will be discontinued.

(C) 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 unless otherwise specified herein.

(D) Minimum Requirement
Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017 (Cont'd)¹

(N)

25.20.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP C contract term will be responsible for paying any shortfall charges credited for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring), and such charges will be billed to the customer within 90 days of disconnecting the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-192 level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 15, 2005.
- (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 regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Greensboro, NC

25.21.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place an order instead for a new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing BellSouth SPA Managed Shared Network Service as specified in 25.21(C) above in order to receive the rewards. Also, the customer agrees not to add new BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place new circuit orders instead for new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for the new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing BellSouth SPA Managed Shared Network Service specified in 25.21(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018 (Cont'd)¹

(N)

25.21.1 General Regulations (Cont'd)

(A) (Cont'd)

- (3) The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will qualify for the 20% credit on monthly recurring TPP C rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than 120 days from the customer's firm order confirmation date, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates shall be discontinued.

(C) 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 unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018 (Cont'd)¹

(N)

25.21.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) provided under this Contract Tariff prior to the TPP C contract term will be responsible for paying any shortfall charges credited for BellSouth SPA Managed Shared Network Service, and such charges will be billed to the customer within 90 days of the disconnecting SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-48 or higher level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JULY 29, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-215.1
CANCELS ORIGINAL PAGE 25-215.1

EFFECTIVE: JULY 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.22 Contract Tariff – No. 019¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires August 14, 2005.
- (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 regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Ft. Lauderdale, FL

25.22.1 General Regulations

(A) Term and Renewal Options

The customer must subscribe to a seven node OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a Transport Payment Plan (TPP), Plan C (61 months) pursuant to the terms and conditions in (B) below. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

- (1) This Contract Tariff provides a single one-time reward to customers who subscribe to a seven node OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a 61-month TPP. The single one-time reward will be provided as a credit to the customer's account, which will be applied to the customer's bill within 60 days following the service establishment date.
- (2) The credit will be calculated at 1.65% of the total revenue value of the 61-month TPP for the seven node OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (3) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later February 10, 2006, unless a delay in installing the service is caused by the Company.
- (4) If the customer disconnects the service under this Contract Tariff prior to the 61-month TPP term, the customer must repay the 1.65% single one-time credit received under this Contract Tariff and the customer's account will be debited such amount within 90 days of the disconnect date. In addition, the TPP termination liability will apply as specified in (A), preceding.

¹All material on this page is new

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EFFECTIVE: JULY 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.22 Contract Tariff – No. 019 (Cont'd)¹

(N)

25.22.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) Customers subscribing to this Contract Tariff may also subscribe to the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (2) The reward in this Contract Tariff will not apply when UNEs or combination of UNEs are commingled with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) ordered under this Contract Tariff.
- (3) The reward will be computed as a credit on the full TPP monthly rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.23 Contract Tariff – No. 020¹

(N)

- (A) This Contract Tariff is valid for a six-month period beginning May 1, 2005, and ending October 31, 2005.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief MSAs set forth in Section 23 of this Tariff.

25.23.1 General Regulations

(A) Term and Renewal Options

- (1) To be eligible for the rewards in this Contract Tariff, customers must have an existing Area Commitment Plan (ACP) for DS1 Service (a.k.a. BellSouth SPA DS1) Local Channels prior to the Contract Tariff's effective date. ACP is provided in Section 2.4.8(B) of this Tariff and all ACP regulations shall apply including termination liability and shortfall charge regulations.
- (2) The rewards in this Contract Tariff will be provided for the six-month period specified in 25.23(A) above after which time the rewards will be terminated. Rewards are provided as credits that will be applied to the customer's bill upon the customer meeting the requirements set forth in this Contract Tariff.

(B) Description

Customers subscribing to DS1 Service (a.k.a. BellSouth SPA DS1) may earn credits subject to the following conditions:

- (1) At the end of each month of the six-month period in 25.23(A) above, the customer's previous month's net SPA DS1 Local Channels must be a positive number in order to qualify for credits. Net Local Channels represents the difference between the Local Channels installed in a month and the Local Channels disconnected for such month.
- (2) If in any month during the six-month period the customer has positive net SPA DS1 Local Channels and the previous month's net SPA DS1 Local Channels are positive, the customer will earn a one-time credit based on the Local Channel volume level the customer attains for such month as shown below. Credit the customer earns each month will be awarded as a single one-time credit and not on a per Local Channel basis.

<u>Local Channel Volume</u>	<u>Monthly Credit Earned</u>
76 – 200	\$ 5,000
201 – 400	7,500
>400	10,000

Note 1: All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.23 Contract Tariff – No. 020¹

(N)

25.23.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer will not qualify for credits if the previous month's net SPA DS1 Local Channels are not positive and/or if the current month's net SPA DS1 Local Channels are not positive.

(C) Minimum Requirements

Not applicable.

(D) Rates and Charges

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

(E) Classifications, Practices and Regulations

- (1) Any customer meeting the requirements of this Contract Tariff in any month during the six-month period in 25.23(A) will automatically earn the applicable credit shown in (B), preceding. Credit the customer earns each month will be accumulated and applied to the customer's bill within 90 days following the six-month end date.
- (2) Customers who receive credits under another Contract Tariff or promotion for the same service and the same MSAs set forth herein shall not qualify for the credits in this Contract Tariff.
- (3) Applicable taxes and any credits earned under this Contract Tariff will be computed on the full tariff price for the service. Credits will not be applied to taxes.

Note 1: All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS TARIFFS

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period begins August 16, 2005, and expires August 31, 2005.
- (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 regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs):
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach
- (D) The Company reserves the right to change the regulations, terms, conditions, rates and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.
- (E) To qualify for this Contract Tariff, at the time of subscription the customer must have a minimum of 80% of existing Interoffice Channels associated with LightGate DS3 Service (a.k.a. BellSouth SPA DS3 Point-to-Point) terminating to one of the services below. The Interoffice Channels must be in the Full Service Relief MSAs specified in (C) above.
 - LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point)
 - SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring)
 - BellSouth Wavelength Dedicated Ring Service
 - BellSouth Wavelength Channel Service

25.24.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives in this Contract Tariff shall be discontinued unless the Company and the customer mutually agree to extend the Contract Tariff.
- (2) Customers subscribing to this Contract Tariff must participate in the Transport Advantage Plan (TAP) at the Volume Band >\$100M to \$300M. All TAP regulations, terms and conditions shall apply as set forth in Section 2.4.8 of this Tariff.

¹All material on this page is new.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(B) Description of Contract Tariff Incentive

The incentive in this Contract Tariff is described as follows and will be provided as a quarterly credit upon the customer meeting the terms and conditions herein.

- (1) The quarterly credit will be calculated as a percentage of quarterly recurring revenues associated with Eligible Services in (C) following. Credit will be based on two criteria:

- Volume levels of region-wide Annual Total Billed Revenue (TBR) achieved for the Qualifying Services defined in (D) following.
- Interoffice Channels for Eligible Services in (C) following. The credit percentage is differentiated by whether the interoffice channel terminates to a Company provided on-net service or off-net service. An on-net service is defined as interoffice channels that terminate to one or more of the services below. An Off-net service is interoffice channels that do not terminate to the services below.

LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point)
SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring)
BellSouth Wavelength Dedicated Ring Service
BellSouth Wavelength Channel Service

- (2) The quarterly credit will be applied to the customer's bill one-month in arrears during the three-year contract term.

The customer's past twelve months of region-wide TBR will be used to determine the appropriate Annual TBR volume level achieved at the end of each period, which must fall within a volume level shown in Table 1 of 25.24.2 in order to qualify for credit.

- (3) There will be no shortfall penalty assessed if at the end of a each quarterly period the customer's past twelve months of region-wide TBR falls short of the minimum Annual TBR volume level in Table 1 of 25.24.2. The customer will be allowed to continue subscribing to this Contract Tariff but will not qualify for a credit for the shortfall period.

¹All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(C) Eligible Services for Calculating Incentives

The credits described in (B) above will be applied to monthly recurring revenues associated with the services below. Rates and charges for these services are set forth in Section 23 of this Tariff.

- Interoffice Channel Mileage for DS1 Service (a.k.a. BellSouth SPA DS1) (USOC: 1L5XX)
- Interoffice Channel Mileage for LightGate DS3 Service (a.k.a. BellSouth SPA DS3 Point-to-Point) (USOCS: 1LPS6, 1LPS8, 1LPS9, 1LPE6, 1LPE8 and 1LPE9)

(D) Qualifying Services for Annual Total Billed Revenue

The following Qualifying Services will be used in determining the customer's region-wide Annual TBR. Rates and charges for these services are set forth in Sections 6, 7, 9, 10, 21, 23, 28 and 29 of this Tariff. The Company reserves the right to change the rates and charges for these services during the term of this Contract Tariff.

BellSouth SWA Dedicated Transport Service (Sections 6 and 23)

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)

¹All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(D) Qualifying Services for Annual Total Billed Revenue (Cont'd)

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)
(Cont'd)

- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth Customer Network Management Service
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- BellSouth SPA Surcharge and Message Station Equipment Recovery Charge
- BellSouth Optical Transport Access Services

BellSouth Directory Assistance Access (Section 9)
- BellSouth Directory Transport

Special Federal Government Access Services (Section 10)
- Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Sections 21 and 23)
Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

Digital Subscriber Line Access Services (Sections 23 and 28)
- BellSouth ADSL Service
- BellSouth Enterprise DSL Service
- BellSouth Session Based DSL Service

Optical Transport Access Services (Sections 23 and 29)
- BellSouth Wavelength Service

¹All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(E) Minimum Revenue Requirement

To qualify for the incentive in this Contract Tariff, the customer must achieve the minimum revenue volume level specified in 25.24.2, Table 1. These revenues represent the customer's past twelve months of recurring revenues billed to the customer on a region-wide basis for services listed in (D), preceding.

These revenues will not be adjusted to reflect credits or discounts the customer earns under other pricing plans (e.g., Area Commitment Plan, Transport Advantage Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

(F) Classifications, Practices and Regulation

- (1) Eligible Services defined in (C) preceding do not include services that terminate in physical or virtual collocation arrangements in a Company central office.
- (2) Customers subscribing to this Contract Tariff may not subscribe to any other Contract Tariff for the same services in the same MSAs specified herein.
- (3) Should the customer merge with another company or is acquired by another company, the customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives in this Contract Tariff.
- (4) Credits the customer earns under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

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EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.2 Revenue Volumes and Incentives

- (A) Table 1 below provides the region-wide Annual TBR volume levels and the corresponding credit percentages. The customer's past twelve months of region-wide TBR will be used to determine the appropriate Annual TBR volume level achieved at the end of each quarterly period. Credit will be applied to Eligible Services as specified in 25.24.1(B) and (C) preceding.

Table 1 – Quarterly Credit

(A)	(B)	(C)
Annual TBR Volume Levels (Region-wide)	% Credit for Interoffice Channel Terminating to Transport Services ²	% Credit for Interoffice Channel <u>Not</u> Terminating to Transport Services ²
\$105M - \$114M	19%	5%
≥ \$115M - \$119M	30%	5%
≥ \$120M - \$124M	34%	5%
\$125M or greater	36%	5%

- (B) The following example illustrates how the customer may earn the credits shown in Table 1, and it assumes the customer meets all terms and conditions specified in the Contract Tariff.

The customer's 36-month contract term began on August 1, 2005. At the end of the first quarter (i.e., November 1), the customer's past twelve months of Qualifying Revenues for the services defined in (D), preceding, is \$112M. The customer's first quarter Eligible Services billing for On-net DS1 and DS3 Interoffice Channels is \$1,750,000; the Eligible Services billing for Off-net DS1 and DS3 Interoffice Channels is \$750,000. The customer will earn a first quarter credit of \$370,000, which will be applied to the customer's December bill (i.e., one month in arrears). The credit is calculated as follows.

19% for On-net DS1 and DS3 Interoffice ($\$1,750,000 \times 19\% = \$332,500$)
5% for Off-net DS1 and DS3 Interoffice ($\$750,000 \times 5\% = \$37,500$)

Credit Earned: $\$332,500 + \$37,500 = \$370,000$

¹All material on this page is new.

²SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring), LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point), BellSouth Wavelength Dedicated Ring Service, BellSouth Wavelength Channel Service

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹

(N)

- (A) Customers may subscribe to this Contract Tariff during a fifteen (15) day subscription period following the Contract Tariff's effective date. The subscription period shall begin July 7, 2005 and expire July 21, 2005.
- (B) Subject to the regulations, terms and conditions provided herein this Contract Tariff, customers will be provided specific speeds of Managed Shared ATM Service (MSATMS) circuits for a contract term beginning July 22, 2005 and ending November 21, 2005.
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Area (MSA).
- (D) Customers may subscribe to this Contract Tariff within the 15-day subscription period in (A) above by signing 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 (i.e., July 22, 2005) and the Access Customer Name Abbreviations (ACNAs).

25.25.1 General Regulations

(A) Term and Renewal Options

MSATMS circuits available in this Contract Tariff will be provided for a contract term of four months as set forth in 25.25(B) above. At the end of the contract term, the customer must either discontinue the service, continue the service under month-to-month rates or elect to move the service under an optional payment plan (i.e., a Fast Packet Services Payment Plan or Fast Packet Savings Plan).

(B) Description

Subject to the conditions set forth in this Contract Tariff, specific speeds of MSATMS circuits will be provided at a 45% discount off the nonrecurring charges and Month to Month rates provided in Section 23 of this Tariff for the contract term set forth in 25.25(B).

- (1) Only new MSATMS circuits are available from this Contract Tariff.
- (2) The following specific speed MSATMS circuits are available from this Contract Tariff: 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps, 149.760 Mbps and 599.040 Mbps.
- (3) The new MSATMS circuits from this Contract Tariff must be ordered as Month to Month service in order for the pricing afforded by this Contract Tariff to be administered.

Note 1: All material on this page is new.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The specific rate elements for eligible speed MSATMS circuits that are discounted under this Contract Tariff are those for MSATMS Connections and their associated MSATMS PVC Features (i.e., PVC Segment and PVC Bandwidth/Service Activation Charges) and optional Special Provisioning.

(C) Minimum Requirements

Customers subscribing to this Contract Tariff must satisfy both of the following Minimum Requirements.

- (1) Customers subscribing to this Contract Tariff must order a minimum of at least 30 new MSATMS circuits (of the speeds available from this Contract Tariff) with service due dates (i.e., installation completed) within the period of this Contract Tariff term set forth in 25.25(B).
- (2) Customers subscribing to this Contract Tariff must maintain monthly recurring revenue billing of \$2,000,000 per month or greater for the term of this Contract Tariff specified in 25.25(B). The formula for determining the total monthly recurring billing of a customer shall be the sum of the monthly recurring billing for the following services billed to the customer:
- BellSouth Exchange Access Frame Relay Service
 - BellSouth Exchange Access Connectionless Data Service
 - BellSouth Exchange Access Asynchronous Transfer Mode Service
 - BellSouth Managed Shared Frame Relay Service
 - BellSouth Managed Shared Asynchronous Transfer Mode Service
 - BellSouth Network Visibility Service (excluding Service Establishment Charge and Management Access Interface Charges)
 - BellSouth DSL Service
 - BellSouth Session Based DSL Service
 - BellSouth Metro Ethernet Service
 - BellSouth Transport Services following:
 - WATS Access Line (WAL) (a.k.a. BellSouth WATS Line) Service
 - DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service
 - High Capacity (a.k.a. BellSouth SPA High Capacity)
 - Alternate Serving Wire Center Service
 - LightGate Service (a.k.a. BellSouth SPA Point to Point Network)
 - Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
 - Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (a.k.a. BellSouth SPA Dedicated Ring)
 - Voice Grade (a.k.a. BellSouth SPA DS0 VG) Service
 - Program Audio (a.k.a. BellSouth SPA Program Audio) Service
 - Analog Data Access (a.k.a. BellSouth SPA DS0 VG) Service

Note 1: All material on this page is new.

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EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(C) Minimum Requirements (Cont'd)

(2) (Cont'd)

- BellSouth Transport Services following: (Cont'd)
 - . SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - . SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
 - . SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network)
 - . FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Service
 - . BellSouth SPA Managed Shared Network Service
 - . Surcharge for Special Access (a.k.a. BellSouth SPA) Service
 - . Message Station Equipment Recovery Charge
 - . Metallic (a.k.a. BellSouth Metallic) Service
 - . Telegraph Grade (a.k.a. BellSouth Telegraph) Service
 - . Wideband Analog (a.k.a. BellSouth SPA Wideband Analog) Service
 - . Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel Service
 - . Video (a.k.a. BellSouth Video Service)
 - . Broadcast Qualify Video (a.k.a. BellSouth SPA Commercial Quality Video) Service
 - . Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) Service
 - . Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video) Service
 - . 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport) Service
 - . DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) Service
 - . BellSouth SPA Modular Video Transport Service
 - . Dry Fiber
 - . BellSouth SWA Transport
 - . BellSouth SWA Managed Shared Network Service
 - . BellSouth Dedicated Ring
 - . BellSouth Managed Shared Ring Service
 - . BellSouth SWA DS0 Service
 - . BellSouth SWA DS1 Service
 - . BellSouth SWA DS3 Service
 - . BellSouth Wavelength Service
 - . BellSouth Directory Transport
 - . Federal Government Transport Plan

Note 1: All material on this page is new.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(D) Rates and Charges

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

(E) Classifications, Practices and Regulations

- (1) Credits are provided under this Contract Tariff to administer the discount specified in 25.25.1(B). Credits provided under this Contract Tariff will apply only for the billing periods within the Contract Tariff term set forth in 25.25(B). (For example, a new 36 Mbps MSATMS circuit that is installed July 22, 2005 would receive the 45% credit for its nonrecurring charge in accordance with (2) following and a 45% credit for monthly recurring billing for the periods from July 22, 2005 thru November 21, 2005 in accordance with (3) following. No credits are applicable for the portion of any billing period covering the provisioning of service beyond November 21, 2005.)
- (2) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date. A credit of 45% of the nonrecurring charge for an eligible MSATMS rate element will be provided.
- (3) Monthly recurring credits will be applied to the customer's bill 30 days in arrears (i.e., the next month's billing period). A credit of 45% of the monthly recurring rate for an eligible MSATMS rate element will be provided for each full monthly billing period. (If appropriate, partial month credit thru November 21, 2005 will be provided for any customer bill period that extends beyond that Contract term end date.)
- (4) The cancellation of Access Service Requests for MSATMS Connections ordered are subject to the standard Cancellation Charges for MSATMS set forth in Section 5.4. (Cancellation of an Access Order).
- (5) If the customer does not satisfy the Minimum Requirements set forth in 25.25.1(C) during the period of this Contract Tariff term (as set forth in 25.25.(B)), and/or if the customer wishes to terminate this Contract Tariff agreement prior to its expiration on November 21, 2005, then the customer shall be obligated to pay the Company an amount equal to all Contract Tariff credits (described in (1) through (3) preceding) that have been issued during the period of this Contract Tariff term.

Note 1: All material on this page is new.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 18, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-223
CANCELS ORIGINAL PAGE 25-223

EFFECTIVE: AUGUST 19, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 3, 2005.
- (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 regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief Metropolitan Statistical Areas (MSAs) in Section 23 of this Tariff.

25.26.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place an order instead for a new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSAs as the existing BellSouth SPA Managed Shared Network Service as specified in 25.26(C) above in order to receive the rewards. Also, the customer agrees not to add new BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) below will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place new circuit orders instead for new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for the new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSAs as the existing BellSouth SPA Managed Shared Network Service specified in 25.26(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: AUGUST 19, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023 (Cont'd)¹

(N)

25.26.1 General Regulations (Cont'd)

(A) Description (Cont'd)

- (3) The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will qualify for the 20% credit on monthly recurring TPP C rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than one year from effective date of this Contract Tariff, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates shall be discontinued.

(C) 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 unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

EFFECTIVE: AUGUST 19, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023 (Cont'd)¹

(N)

25.26.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) provided under this Contract Tariff prior to the TPP C contract term will be responsible for paying any shortfall charges credited for BellSouth SPA Managed Shared Network Service, and such charges will be billed to the customer within 90 days of the disconnecting SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-12 or higher level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: AUGUST 10, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.27 Contract Tariff – No. 024¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires August 25, 2005.
- (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 regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Atlanta

25.27.1 General Regulations

(A) Term and Renewal Options

The customer must subscribe to BellSouth Wavelength Service and place a minimum of one 2.5 Gbps Wavelength Channel under a Transport Payment Plan (TPP), Plan B (37 months) pursuant to the terms and conditions in (B) below. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

- (1) This Contract Tariff provides a single one-time reward to customers subscribing to BellSouth Wavelength Service who place a minimum of one new 2.5 Gbps Wavelength Channel under a 37-month TPP B. The single one-time reward will be provided as a credit equivalent to the monthly recurring charge for a 2.5 Gbps Wavelength Channel (USOC: LWAC2).
- (2) The single one-time credit will be placed on the customer's bill within 90 days following the service establishment date for the Wavelength Channel.
- (3) For customers subscribing to this Contract Tariff who also subscribe to the Incentive Plan in 25.16 of this Tariff for a new 2.5 Gbps Wavelength Channel, the reward in this Contract Tariff will be reduced the amount of the credit the customer receives under the Incentive Plan.
- (4) If the customer disconnects service under this Contract Tariff prior to the 37-month TPP term, the customer must repay the single one-time credit received under this Contract Tariff and the customer's account will be debited such amount within 90 days of the disconnect date. In addition, the TPP termination liability will apply as specified in (A), preceding.

¹All material on this page is new

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 9, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-225

EFFECTIVE: AUGUST 10, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.27 Contract Tariff – No. 024 (Cont'd)¹

(N)

25.27.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) Customers subscribing to this Contract Tariff may also subscribe to the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (2) The reward will be computed as a credit on the full TPP monthly rate for the service in this Contract Tariff. Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: SEPTEMBER 3, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.28 Contract Tariff – No. 025¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 18, 2005.
- (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 regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Charleston

25.28.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must sign a new 61-month Transport Payment Plan (TPP), Plan C (61 months), for an existing OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) pursuant to the terms and conditions herein. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

This Contract Tariff provides monthly Incentives for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), which will be provided as a 20% credit on the 61-month TPP monthly recurring rates pursuant to the following:

- (1) The 20% credit will apply to monthly recurring rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Interoffice Channel and Node rate elements for the duration of the 61-month TPP term.
- (2) The 20% credit will only apply to the rate elements in (1) above when they terminate at a location other than an end user premises.
- (3) The OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must consist of five (5) nodes located in the MSA in 25.28(C) above.
- (4) The customer must maintain a minimum of eleven SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) throughout the region. If the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) fall below eleven, the Incentives in this Contract Tariff shall be discontinued.

¹All material on this page is new

EFFECTIVE: SEPTEMBER 3, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.28 Contract Tariff – No. 025 (Cont'd)¹

(N)

25.28.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (5) The 20% credit on the 61-month TPP monthly recurring rates will be applied to the customers' bill each month of the TPP term, one month in arrears.
- (6) If the customer disconnects service in this Contract Tariff prior to the 61-month TPP term, the customer must repay all credits received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the disconnect date. The TPP termination liability will also apply as specified in (A) above.
- (7) The customer must place the order for the new 61-month TPP for OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) within three months of this Contract Tariff's effective date.

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) The Incentives in this Contract Tariff will not apply as follows:
 - (a) 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.
 - (b) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
- (2) The credits under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

- (A) Customers may subscribe to this Contract Tariff within a period of fifteen (15) days following the Contract Tariff's effective date. The subscription period expires October 16, 2005.
- (B) Customers may subscribe to this Contract Tariff by signing 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). The LOA shall also indicate the Revenue Band in which the customer expects revenues to fall. Revenue Bands are provided in Tables 1 and 2 of 25.29.3.
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief Metropolitan Statistical Areas (MSAs) defined in Section 23 of this Tariff.
- (D) This Contract Tariff provides a Service Level Agreement, which shall apply pursuant to regulations, terms and conditions in 25.29.2 following.
- (E) Upon subscription to this Contract Tariff, the customer must have Total Billed Revenue (TBR) for Qualifying Services for the past twelve (12) months of at least \$9 million.

25.29.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued.
- (2) Customers subscribing to this Contract Tariff may not subscribe to Transport Advantage Plan in Section 2.4.8 of this Tariff. However, the discounts received under this Contract Tariff are in addition to any applicable discounts under other Company discount plans that the customer may have subscribed to (i.e., Area Commitment Plan, Channel Services Payment Plan, Transport Payment Plan, etc.).

(B) Description of Incentives and Services

Customers who subscribe to this Contract Tariff will receive Monthly Incentives based on the customer achieving the minimum revenue commitment defined in (C) following for each contract term year for the Qualifying Services described in (1) below.

The Monthly Incentives will be applied to TBR for Eligible Services described in (2) below.

Additional details on the Monthly Incentives and minimum revenue commitment levels are provided in the following sections.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(B) Description (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's annual Qualifying TBR pursuant to regulations in (D) following. Rates and charges for these services are set forth in Sections 6, 7, 9, 10, 21, 23, 28 and 29 of this Tariff.

BellSouth SWA Dedicated Transport Service (Sections 6 and 23)

- BellSouth SWA VG
- BellSouth SWA DSO
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video_)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- Special Access (a.k.a. BellSouth SPA) Surcharge and Message Station Equipment Recovery Charge

BellSouth Directory Assistance Access (Section 9)

- BellSouth Directory Transport

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(B) Description (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue (Cont'd)

Special Federal Government Access Services (Section 10)

- Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Sections 21 and 23)

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

Digital Subscriber Line Access Services (Sections 23 and 28)

- BellSouth ADSL Service
- BellSouth Enterprise DSL Service
- BellSouth Session Based DSL Service

Optical Transport Access Services (Sections 23 and 29)

- BellSouth Wavelength Service

(2) Eligible Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's Eligible total billed revenue (TBR) for the MSAs set forth in 25.29.1(C) preceding for which the incentives in this Contract Tariff shall apply.

BellSouth SWA Dedicated Transport Service (Section 23)

- BellSouth SWA VG
- BellSouth SWA DSO
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Section 23)

- Voice Grade (a.k.a. BellSouth SPA VG)
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA DS1)
- Alternate Serving Wire Center
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service

Optical Transport Access Services (Section 23)

- BellSouth Wavelength Service
- BellSouth Wavelength Dedicated Ring Service
- BellSouth Wavelength Channel Service

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(C) Minimum Revenue Requirement

In Year 1, the minimum revenue commitment is defined in Tables 1 and 2 of 25.29.3 following. In Years 2 and 3, the minimum revenue commitment is defined as the greater of the following: 1) the minimum revenue commitments specified in Tables 1 and 2 of 25.29.3 following, or 2) the Qualifying TBR for the same time period. Both the minimum revenue commitments in Tables 1 and 2 and the Qualifying TBR represent annualized monthly recurring revenues for the Qualifying Services in (B)(1) preceding, which are billed to the customer on a region-wide basis. These revenues will not be adjusted to reflect credits or discounts the customer earned under other pricing plans (e.g., Area Commitment Plan, etc.). Nonrecurring charges and taxes assessed will not be included in these revenues.

The customer's Eligible TBR represents monthly recurring revenues for Eligible services in (B)(2) preceding, which are billed to the customer in the MSAs set forth in 25.29(C) preceding. The Eligible TBR will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, Channel Services Payment Plan, Transport Payment Plan, etc.). Nonrecurring charges and taxes assessed will not be included in these revenues.

At the end of each contract term year, the Company and the customer will review the customer's Qualifying TBR. If a billing discrepancy has occurred, the parties will determine through negotiations whether the billing discrepancy has had any material impact on the Qualifying TBR, and based on the negotiations, the Company will make any adjustments as appropriate.

(D) Rates and Charges

The rates and charges for services in this Contract Tariff are provided in Section 23 and other sections 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 unless otherwise specified herein, and the customer reserves the right to challenge those revised terms, conditions, rates and charges for services using the existing intervening process at the FCC.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(E) Classifications, Practices and Regulations

(1) Contract Tariff Incentives

At subscription to this Contract Tariff, the customer must select Revenue Band 1 in Table 1 or Revenue Band 2 in Table 2 shown in 25.29.3 following, depending on the customer's projected revenue objectives. The Revenue Bands in Tables 1 and 2 provide the minimum revenue commitment levels and the associated reward percentages as well as the reward for revenues that fall below the minimum revenue commitments.

A description of how the Monthly Incentives will be determined is provided in (2) below.

(2) Application of Monthly Incentives

- (a) For the first contract term year, the customer will be awarded a Monthly Incentive at the end of each month, which will be applied to the customer's bill one month in arrears. The Monthly Incentive will be calculated using the minimum revenue commitment reward percentage in 25.29.3, times the monthly Eligible TBR.

If the Company determines at the end of the first year the customer has not achieved the first year's minimum revenue commitment in 25.29.3, a shortfall charge will apply which will be calculated as the difference between the minimum revenue commitment specified in 25.29.3 and the annual Qualifying TBR. The shortfall charge shall not be greater than the sum of the Monthly Incentives the customer received throughout the first year.

Should the customer terminate subscription to this Contract Tariff during the first year, the customer must repay 100% of the rewards received for the year and such amount will be billed to the customer within 90 days of the termination date unless the customer terminates the subscription pursuant to 25.29.1(E)(3)(b). In addition, the customer's Service Level Agreement in this Contract Tariff will be terminated. However, the Service Assurance Warranty (SAW) set forth in 2.4.4 of this Tariff will begin to apply at the termination date of this Contract Tariff, and the Service Installation Guarantee will continue to apply pursuant to regulations in 2.4.9 of this Tariff.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(E) Classifications, Practices and Regulations

(2) Application of Monthly Incentives (Cont'd)

- (b) For the second contract term year, the customer will be awarded a Monthly Incentive at the end of each month, which will be applied to the customer's bill one month in arrears. The Monthly Incentive will be calculated using the minimum revenue commitment reward percentage in 25.29.3, times the monthly Eligible TBR.

If the Company determines at the end of the second year the customer's revenues fell below the second year's minimum revenue commitment, the customer's bill will be adjusted to reflect the difference between the sum of the Monthly Incentives the customer received during the year and the adjusted annual Incentive calculated using the lower reward percentage in 25.29.3 times the annual Eligible TBR. The difference will be billed to the customer within 60 days. Shortfall charges will not apply.

Should the customer terminate subscription to this Contract Tariff during the second year, the customer must repay 75% of the rewards received for Years 1 and 2 and such amount will be billed to the customer within 90 days of the termination date unless the customer terminates the subscription pursuant to 25.29.1(E)(3)(b). In addition, the customer's Service Level Agreement herein will be terminated. However, the Service Assurance Warranty (SAW) set forth in 2.4.4 of this Tariff will begin to apply at the termination date of this Contract Tariff, and the Service Installation Guarantee will continue to apply pursuant to regulations in 2.4.9 of this Tariff.

- (c) The third year Monthly Incentives will be determined in the same manner described in (b) above. Should the customer terminate subscription to this Contract Tariff during the third year, the customer must repay 50% of the rewards received for Years 1, 2 and 3 and such amount will be billed to the customer within 90 days of the termination date unless the customer terminates the subscription pursuant to 25.29.1(E)(3)(b). In addition, the customer's Service Level Agreement herein will be terminated. However, the Service Assurance Warranty (SAW) set forth in 2.4.4 of this Tariff will begin to apply at the termination date of this Contract Tariff, and the Service Installation Guarantee will continue to apply pursuant to regulations in 2.4.9 of this Tariff.

Note 1: All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(E) Classifications, Practices and Regulations

(3) Restrictions

- (a) The customer may upgrade from Revenue Band 1 to Revenue Band 2, as shown in 25.29.3, at any time during the term of the Contract.
- (b) The customer may not sign up for another Contract Tariff for the same MSAs and the same services set forth in this Contract Tariff, unless the customer terminates its subscription under this Contract Tariff when it moves to any other Contract Tariff. Such termination would be without any liability.
- (c) The incentives in this Contract Tariff will not be applied to taxes.

(4) Mergers and Acquisitions

Should the customer merge with another company or is acquired by another company, the customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives or credits provided in this Contract Tariff.

(5) Performance Measures

The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 25.29.2 (Service Level Agreement) with the exception of Service Installation Guarantee (SIG) as described in 2.4.9, which shall apply. The service guarantee specified in Section 2.4.4 (Service Assurance Warranty) does not apply to services subject to this Contract Tariff. However, this service guarantee will be reinstated and will become effective immediately upon expiration of this Contract Tariff. If any new or additional performance measures and remedies that may become generally available or offered by the Company and applicable to the services provisioned under Sections 6, 7, 21, 23, 28 and 29 of this Tariff, the Company may negotiate with the customer to include such remedies in this Contract Tariff. Unless both parties agree, such new performance measures and or remedies shall not apply to this Contract Tariff.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein. Upon termination of this Contract Tariff, this SLA will terminate as well. SLA performance results will be evaluated at a regional level and applicable SLA remedies will be applied to Full Service Relief MSAs as set forth in Section 23 of this Tariff.

(1) Services Eligible for SLA

The services for which this SLA applies are described below.

- DS1 Services: BellSouth SWA DS1; BellSouth SWA Managed Shared Network Service; DS1 (a.k.a. BellSouth SPA DS1); BellSouth SPA Managed Shared Network Service
- DS3 Services: BellSouth SWA Managed Shared Network Service; BellSouth SPA Managed Shared Network Service; LightGate svc. (a.k.a. BellSouth SPA Point to Point)

(2) SLA Performance Metrics and Measurement Methodology

(a) The following performance metrics will be tracked and measured in accordance with terms and conditions described in this SLA. The definitions for these performance metrics are provided in (4), following.

- SA-1: Firm Order Confirmation (FOC) Receipt
- SA-2: On Time Performance to FOC Due Date
- SA-3: Past Due Circuits
- SA-4: New Circuit Failure Rate
- SA-5: Failure Rate
- SA-6: Mean Time to Restore
- SA-7: Repeat Trouble Report Rate

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(2) SLA Performance Metrics and Measurement Methodology (Cont'd)

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein.
- The Company will utilize its self-reported performance measurement data to determine performance metrics for each reporting period. The reporting period is defined as a full calendar month. Performance measurement results will be reported for DS1 and DS3 services separately. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company will monitor data collection and calculation and present such findings to the customer in a monthly service performance report to ensure the integrity of self-reported results.
 - Performance metrics will be calculated at a regional level. Performance defects applicable to services in Full Service Relief MSAs in this Contract Tariff will be extracted from regional performance results versus the benchmarks set forth in 25.29.2(B), Charts A, B, C, D and E. The Company's calculation of its performance under this Contract Tariff shall be the determinant of the Company's obligation to provide a remedy for a missed performance metric. The Company will review the SLA performance measures and supporting data upon the customer request; however, an in-depth customer review of SLA results will be limited to one occasion per the Contract year in that the SLA is in effect.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(2) SLA Performance Metrics and Measurement Methodology (Cont'd)

- (c) Neither the Company nor the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, hurricanes, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the Company shall give prompt written notice to the customer specifying the nature of the excused delay, the date of inception, and the expected duration. During such delay, the Company shall perform its obligations at a performance level no less than that which it uses for its own operations. Further, in the event of such delay or failure in the Company's performance, the Company agrees to resume performance in a nondiscriminatory manner and not favor provisioning its own services above that of the customer.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions

(a) SA-1: Firm Order Confirmation (FOC) Receipt

This metric is the Company's response to a clean Access Service Request (ASR), whether an initial or supplement ASR, that provides the customer with the specific Due Date on which the requested circuit or circuits will be installed. The expectation is that the Company will conduct a minimum of an electronic facilities check to ensure due dates delivered in FOCs can be relied upon. The performance standard for FOCs received within the specified interval (see 25.29.2(B) for specified intervals in Chart A, SA-1, following) is expressed as a percentage of the total FOCs received during the reporting period.

- Business Rules: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. ASRs received after 3 p.m. eastern standard time shall be considered received on the next business day.
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs.
- Performance Evaluation: If regional DS1 or DS3 performance falls below its performance objective, the difference between this stated objective and the actual regional performance will be determined. This result multiplied by the base of all Firm Order Commitment (FOC) responses in Full Service Relief MSAs as provided by the Company, will yield the number of performance defect occurrences eligible for rebate.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(b) SA-2: On Time Performance to FOC Due Date

This metric measures the percentage of circuits that are completed on or before the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations may result in an installation delay. The On Time Performance To FOC Due Date is calculated both with CNR consideration and without CNR consideration, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR coded orders as an appointment met, and without CNR consideration. The denominator for both calculations is the total count of circuits completed during the reporting period, including all circuits, with and without a CNR code.

- Business Rules: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. The Company Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: The customer is not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation.
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs
- Performance Evaluation: Service Installation Guarantee (SIG) in Section 2.4.9 is the determinant of performance rebates with respect to SA-2.

Note 1: All material on this page is new.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) SA-3: Past Due Circuits

This metric provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received a FOC Due Date but the due date has passed. Results are separated into those held for Company reasons and those held for customer reasons (CNRs), with a breakdown, for diagnostic purposes, of Past Due Circuits due to a lack of Company facilities. A diagnostic measure, Percent Cancellations After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed. This measurement is calculated by taking the count of all circuits not completed at the end of the reporting period > 5 days beyond the FOC Due Date, grouped separately for Total Company Reasons, Lack of Company Facility Reasons, and Total Customer Reasons, each divided by the total uncompleted circuits past FOC Due Date, for all missed reasons, at the end of the reporting period, expressed as a percentage.

- Business Rule: Calculation of Past Due Circuits is based on the most recent ASR and associated FOC Due Date. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Record ASRs
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of all install orders completed in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

Note 1: All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) SA-4: New Circuit Failure Rate*

This metric measures the quality of the installation work by capturing the rate of new circuit failures and is calculated by dividing the count of circuits with a measured customer report within 30 calendar days of installation by the total number of circuits installed in the reporting period.

- Business Rule: The Company's Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.

In order for the monthly reporting period results of this metric (SA-4) to be valid, customer reports closed out to Test OK (TOK) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; tickets used to track referrals of misdirected calls; the customer's requests for informational tickets; Repeat Trouble Reports; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket.
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of all newly installed circuits in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

*If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-4) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level service outages included in the company's maintenance measures including (SA-4).

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(e) SA-5: Failure Rate*

This metric measures the overall quality of the circuits being provided by the Company and is calculated by dividing the number of measured customer trouble report resolved during the reporting period by the total number of "in service" circuits, at the end of the reporting period.

- Business Rule: A customer trouble report/ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.

In order for the monthly reporting period results of this metric (SA-5) to be valid, customer reports closed out to Test OK (TOK) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused trouble; Company trouble reports associated with administrative service; customers requests for informational tickets; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket.
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of all circuits in inventory in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

*If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-5) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-5). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-5) metric.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

- (f)SA-6: Mean Time to Restore (Percentage over Objective) (Cont'd)
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; the customer's request for informational tickets; trouble tickets created for tracking and/or monitoring circuits; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket.
 - Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of applicable measured trouble tickets in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(g) SA-7: Repeat Trouble Report Rate*

The Repeat Trouble Report Rate measures the percent of maintenance customer trouble reports resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK, then the second trouble must be counted as a repeat trouble report if it is resolved to Company's reasons. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- In order for the monthly reporting period results of this metric (SA-7) to be valid, customer reports closed out to Test OK (TOK) cannot exceed 10% of total measured reports within the respective measured reporting period.

*If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-7) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-7). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-7) metric.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(g) SA-7: Repeat Trouble Report Rate (Cont'd)

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket; excludes informational tickets.
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of applicable measured trouble reports in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA, the customer agrees to the following conditions:

- (a) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed and considered received on the next business day.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(5) Company Obligations

- (a) Should the Company fail to perform to the performance objectives provided in this SLA, the performance remedies set forth in 25.29.2(B)(1) through (4), following, shall apply pursuant to the customer meeting the obligations set forth in 25.29.2(A)(4), preceding.
- (b) The Company will calculate performance metrics on a monthly basis. The Company will calculate performance remedies using monthly reporting period results, provided sufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period. If insufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period, monthly results will be aggregated to calculate and evaluate quarterly performance metrics and remedies.

Sufficient ordering, provisioning, and maintenance volumes are as follows:

- SA-1: If customer-ordering ASR and ASR supplement volumes per class of service are greater than 30 ASRs per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-2, SA-3, SA-4: If customer-provisioning volumes per class of service are greater than 30 circuits per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-5, SA-7: If customer's measured trouble ticket volumes per class of service are greater than 30 troubles per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- (c) The Company will sum the credits for each missed performance metric to get each month's total monthly credits. At the end of each contract term year, the Company will total each month's credits and apply the credits to the customer's account at the end of each year, 45 days in arrears.

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: SEPTEMBER 30, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-249

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement - Charts (Cont'd)

(1) Performance Metrics – Ordering Elements

Chart A below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart A below are set forth in 25.29.2(A)(1), preceding.

CHART A

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-1 FOC RECEIPT		
DS1 Services (within 2 business days)	> = 92.5%	\$0
	< 92.5%	\$50
DS3 Services (within 5 business days)	> = 90%	\$0
	< 90%	\$50

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

(2) Performance Metrics – Provisioning Elements

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.29.2(A)(1), preceding.

CHART B

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-2 ON TIME FOC DUE DATE PERFORMANCE		
DS1 and DS3 Services (with customer not ready considerations)	(See SIG)	(SIG in Section 2.4.9 of this Tariff)
SA-3: PAST DUE CIRCUITS		
DS1 and DS3 Services (> 5 days beyond FOC Due Date for Company reasons)	< = 3%	\$0
	> 3%	\$200 (DS1) \$2,650 (DS3)

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

(3) Performance Metrics – Provisioning Elements

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.29.2(A)(1), preceding.

CHART C

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-4 NEW INSTALLATION TROUBLE REPORT RATE		
DS1 Services	< = 5%	\$0
	> 5%	\$200
DS3 Services	< = 2%	\$0
	> 2%	\$2,650

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

- (4) Chart D below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart D below are set forth in 25.29.2(A)(1), preceding.

CHART D

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-5 FAILURE RATE		
DS1 Services	< = 2.6%	\$0
	> 2.6%	\$200
DS3 Services	< = 1.3%	\$0
	> 1.3%	\$2,650
SA-6 MEAN TIME TO RESTORE		
DS1 Services	0% < = 3.5 hrs	\$0
	0% > 3.5 hr duration	\$200
DS3 Services	0% ≤ 3.0 hr duration	\$0
	0% > 3.0 hr duration	\$2,650

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

(5) Performance Metrics – Provisioning Elements

Chart E below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart E below are set forth in 25.29.2(A)(1), preceding.

CHART E

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-7 REPEAT TROUBLE REPORT RATE		
DS1 Services	< =19%	\$0
	> 19%	\$200
DS3 Services	< = 8%	\$0
	> 8%	\$2,650

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.3 Revenue Volumes and Incentives

(A) Annual Total Billed Revenue (TBR) Volumes and Incentives

Tables 1 and 2 below provide the Minimum Revenue Commitments and reward percentages for Revenue Bands 1 and 2 for each contract term year. The Tables also provide the reward percentages if revenues fall below the minimum commitments.

TABLE 1

Revenue Band 1 (\$3 – \$10 Million)	Minimum Revenue Commitment*	Less Than Minimum Revenue Commitment
Year 1 % Reward	\$9,000,000 3.00%	--
Year 2 % Reward	> \$9,180,000 3.25%	< \$9,180,000 2.00%
Year 3 % Reward	> \$9,455,400 3.25%	< \$9,455,400 2.00%

*Or Qualifying TBR

TABLE 2

Revenue Band 2 (\$10 – \$100 Million)	Minimum Revenue Commitment*	Less Than Minimum Revenue Commitment
Year 1 % Reward	\$10,000,000 5.00%	--
Year 2 % Reward	> \$10,200,000 5.25%	< \$10,200,000 4.00%
Year 3 % Reward	> \$10,506,000 5.25%	< \$10,506,000 4.00%

*Or Qualifying TBR

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EFFECTIVE: DECEMBER 17, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.30 Contract Tariff – No. 027¹

(C)

- (A) Customers may subscribe to this Contract Tariff within forty-five (45) days following the Contract Tariff's effective date. The subscription period ends January 31, 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 regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Areas (MSAs) below:
 - Atlanta, Daytona Beach, Miami/Fort Lauderdale, Jacksonville, Orlando, West Palm Beach

25.30.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must sign a new Transport Payment Plan (TPP) with a 61-month term (Plan C), for new subscriptions to BellSouth Wavelength Dedicated Ring Service pursuant to the terms and conditions herein. All TPP regulations shall apply as set forth in Section 2.4.8(D)(4) of this Tariff including termination liability regulations.

(B) Description

This Contract Tariff requires the customer to purchase a minimum of two (2) BellSouth Wavelength Dedicated Ring arrangements. Monthly incentives will be provided as a 30% credit off the 61-month TPP monthly recurring rates for BellSouth Wavelength Dedicated Ring Service pursuant to the following conditions:

- (1) The 30% credit will apply to 61-month TPP monthly recurring rates associated with the following rate elements: 1) Primary or Expansion Systems, 2) Wavelength Channels (all rate elements), 3) Regeneration Node and 4) Amplification.
- (2) The customer must place an order for the new BellSouth Wavelength Dedicated Ring Service within six (6) months of this Contract Tariff's effective date.
- (3) The customer's service establishment date for BellSouth Wavelength Dedicated Ring Service must be within twelve (12) months of this Contract Tariff's effective date unless a delay in installing the service is caused by the Company.

¹All material on this page is new

EFFECTIVE: DECEMBER 17, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.30 Contract Tariff – No. 027 (Cont'd)¹

(N)

25.30.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The 30% credit on the 61-month TPP monthly recurring rates will be applied to the customers' bill each month of the TPP term, one month in arrears.
- (5) If the customer disconnects service in this Contract Tariff prior to the 61-month TPP term, customer must repay the discounts received during the prior 12 month period of the disconnect date, and such amount will be billed to the customer within 90 days of the disconnect date. TPP termination liability will apply as specified in (A) preceding.

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) The Incentives in this Contract Tariff will not apply as follows:
 - (a) When BellSouth Wavelength Dedicated Ring Service terminates in a physical or virtual collocation arrangement in a Company central office.
 - (b) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
- (2) The credits under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: DECEMBER 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.31 Contract Tariff – No. 028¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires December 24, 2005.
- (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 anticipated start date of the customer's required contract term, as set forth in 25.31.1(A), and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Areas (MSA) as set forth in Section 23 of this Tariff.
- (D) Subject to the regulations, terms and conditions provided herein, this Contract Tariff will provide a one-time reward for specific speeds of Managed Shared ATM Service (MSATMS) circuits (requested under a month-to-month plan) with service establishment dates between December 6, 2005, and January 31, 2006, if the customer subscribes to a new BellSouth Fast Packet Savings Plan (FSP) as set forth herein. Rates and charges for MSATMS are provided in Section 23 of this Tariff.

25.31.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must place the MSATMS circuits with service establishment dates during the period specified in 25.31(D) above, under a new BellSouth Fast Packet Savings Plan (FSP), Plan C (84-month minimum term), Credit Schedule 2C. The customer's new BellSouth FSP must be effective on or before January 31, 2006, in order to receive the reward in this Contract Tariff.

All BellSouth FSP regulations shall apply as set forth in Section 2.4.8 of this Tariff, including termination liability regulations.

(B) Description

- (1) Customers who install specific speed MSATMS circuits (i.e., 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps and 599.040 Mbps) during the period specified in 25.31.1(D) above, will receive a forty-five (45) percent credit on the MSATMS nonrecurring charges and monthly recurring charges, provided that the service is placed under a new BellSouth FSP on or before January 31, 2006. The specific rate elements for the eligible speed MSATMS circuits that may receive this reward are the MSATMS Connections and their associated MSATMS PVC Features and optional Special Provisioning.

¹All material on this page is new

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 8, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-257

EFFECTIVE: DECEMBER 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.31 Contract Tariff – No. 28 (Cont'd)¹

(N)

25.31.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The one-time credit in (1) above will apply for the period beginning with the service establishment date for the MSATMS circuit (i.e., no earlier than December 6, 2005) and ending with the date in which the new BellSouth FSP becomes effective (i.e., no later than January 31, 2006).
- (3) The one-time credit will be applied to the customer's bill one month in arrears beginning with February 2006 bill periods. The credit will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: FEBRUARY 7, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.32 Contract Tariff – No. 029¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires February 22, 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 must contain the customer's Access Customer Name Abbreviations (ACNA).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff:
 - Knoxville, TN

25.32.1 General Regulations

(A) Term and Renewal Options

- (1) The reward in (B) below will be provided to customers who subscribe to new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and place the service under a sixty-one (61) month Transport Payment Plan (TPP) subject to the regulations herein. The TPP regulations in Section 2.4.8 shall apply including termination liability regulations.
- (2) In addition to TPP termination liability, if service is disconnected prior to the 61-month TPP term, the customer must repay the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.

(B) Description

- (1) This Contract Tariff provides a twenty percent (20%) credit on the 61-month TPP monthly recurring rates for the Local Channel, Interoffice Channel and Node rate elements associated with new subscriptions to OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the following conditions:
 - (a) The customer's new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must consist of one (1) customer node provisioned in the MSA specified in 25.32(C) above.
 - (b) The customer's service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be within nine months of this Contract Tariff's effective date.
 - (c) The 20% credit on TPP monthly recurring rates will be applied to the customer's bill each month of the 61-month term one month in arrears.

¹All material on this page is new

EFFECTIVE: FEBRUARY 7, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.32 Contract Tariff – No. 029 (Cont'd)¹

(N)

25.32.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the TPP term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) The credit in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
 - (b) 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 herein.
- (2) Credit provided under this Contract Tariff will be applied to the service's full tariff price and will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: JANUARY 31, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.33 Contract Tariff – No. 030¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires February 15, 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 customer's Access Customer's Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief and Limited Service Relief Metropolitan Statistical Areas (MSAs) specified in Section 23 of this Tariff.

25.33.1 General Regulations

(A) Term and Renewal Options

- (1) This Contract Tariff offers the rewards in (B) below to customers who subscribe to new OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), BellSouth Wavelength Dedicated Ring Service, or BellSouth Wavelength Channel Service and place the services under a ninety-six (96) month Transport Payment Plan (TPP) subject to the conditions herein. All TPP regulations in Section 2.4.8 of this Tariff shall apply including termination liability regulations.
- (2) In addition to TPP termination liability, if the customer disconnects the services in this Contract Tariff prior to 61-months, 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.

(B) Description

- (1) The rewards below will apply subject to terms and conditions herein:
 - (a) Customers who subscribe to one of the options below will receive a twenty percent (20%) credit on the Local Channel, Interoffice Channel and Node monthly recurring rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The customer must have at least one (1) customer node located in an MSA specified in 25.33(C) above.
 - Option 1: A minimum of five (5) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring).
 - Option 2: A minimum of three (3) new OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) upgraded from existing lower capacity SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) and (2) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring).

¹All material on this page is new.

EFFECTIVE: JANUARY 31, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.33 Contract Tariff – No. 030 (Cont'd)¹

(C)

25.33.1 General Regulations (Cont'd)

(B) Description (Cont'd)

(1) (Cont'd)

(a) (Cont'd)

Option 3: Any combination of Options 1 and 2 with a minimum total of five (5) SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring).

(b) Customers who subscribe to new BellSouth Wavelength Dedicated Ring Service will receive a thirty percent (30%) credit on the Local Channel, Interoffice Channel and Node monthly recurring rates.

(c) Customers who subscribe to new BellSouth Wavelength Channel Service will receive a thirty percent (30%) credit on the Dedicated Systems monthly recurring rates.

(2) The credits in (1) above will be applied to the customer's bill each month of the 96-month TPP term one month in arrears for each service.

(3) The customer must order the services in (1) above within six months of this Contract Tariff's effective date to qualify for the rewards.

(4) If the customer does not order the minimum required SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) specified in (1) above within six months of the Contract Tariff's effective date, any credit the customer may be receiving on less than the minimum service requirement will be discontinued after the six-month period.

(5) The customer's service establishment date for all services in (1) above must be within twelve months of this Contract Tariff's effective date.

(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 the services in Section 23 and other sections of this Tariff during the TPP term in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: JANUARY 31, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.33 Contract Tariff – No. 030 (Cont'd)¹

(N)

25.33.1 General Regulations (Cont'd)

(D) Classifications, Practices and Regulations

- (1) Rewards in this Contract Tariff will be given when a service is upgraded from a lower capacity service to a higher capacity service (same service) such as an upgrade from an OC-48 capacity to an OC-192 capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (2) Rewards in this Contract Tariff will also apply to nodes added subsequent to the service establishment date for the services in (B)(1) preceding.
- (3) Rewards in this Contract Tariff will not apply:
 - When UNEs or combination of UNEs are commingled with services in this Contract Tariff,
 - For lower level circuits riding on the services in this Contract Tariff or
 - For interfaces or other optional features and functions other than those specified herein.
- (4) Subscribers to this Contract Tariff may not subscribe to any other Contract Tariff, Incentive Plan or Promotion provided in this Tariff.
- (5) Credits in this Contract Tariff will be applied to the full tariff price for services herein and will not be applied to taxes.

¹All material on this page is new.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 22, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-261

EFFECTIVE: DECEMBER 23, 2005

ACCESS TARIFFS

(N)

25 – CONTRACT TARIFFS (Cont'd)

(N)

25.34 Contract Tariff – No. 031 RESERVED FOR FUTURE USE

(N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 22, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-262

EFFECTIVE: DECEMBER 23, 2005

ACCESS TARIFFS

(N)

25 – CONTRACT TARIFFS (Cont'd)

(N)

25.34 Contract Tariff – No. 031 RESERVED FOR FUTURE USE

(N)

EFFECTIVE: DECEMBER 23, 2005

ACCESS TARIFFS

25 – CONTRACT TARIFFS (Cont'd)

25.35 Contract Tariff – No. 032¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires January 7, 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 customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs):
 - Atlanta
 - Nashville

25.35.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to two (2) or more new OC-48 or higher capacity SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) if the customer places the services under a 61-month Transport Payment Plan (TPP) subject to the regulations herein. All TPP regulations shall apply as set forth in Section 2.4.8 of this Tariff including termination liability regulations.
- (2) In addition to TPP termination liability, if the customer disconnects service prior to the TPP term, 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.

(B) Description

- (1) This Contract Tariff provides a twenty percent (20%) credit on the TPP monthly recurring rates for the Local Channels and Interoffice Channels associated with the customer's subscription to two or more new OC-48 or higher capacity SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) pursuant to the regulations below.
 - (a) The customer's SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) arrangements must include one location that is not one of following: Inter-exchange Carrier Point of Presence (POP), Mobile Telephone Switching Office (MTSO), or BellSouth Central Office location.
 - (b) The customer's service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be within 120 days of the Contract Tariff's effective date.

¹All material on this page is new.

EFFECTIVE: DECEMBER 23, 2005

ACCESS TARIFFS
25 – CONTRACT TARIFFS (Cont'd)

25.35 Contract Tariff – No. 032¹ (Cont'd)

(N)

25.35.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The credit in (1) above will be applied to the customer' bill on a monthly basis 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 the service 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.
- When services in this Contract Tariff terminate in a physical or virtual collocation arrangement in a Company central office.

- (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.

¹All material on this page is new.

EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.36 Contract Tariff – No. 033¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires February 16, 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 anticipated start date of the customer's required contract term, as set forth in 25.36.1(A), and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Areas (MSA) as set forth in Section 23 of this Tariff.
- (D) Subject to the regulations, terms and conditions provided herein, this Contract Tariff will provide a one-time reward for specific speeds of Managed Shared ATM Service (MSATMS) circuits (requested under a month-to-month plan) with service establishment dates between December 6, 2005, and March 15, 2006, if the customer subscribes to a new BellSouth Fast Packet Savings Plan (FSP) as set forth herein. Rates and charges for MSATMS are provided in Section 23 of this Tariff.

25.36.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must place the MSATMS circuits with service establishment dates during the period specified in 25.36(D) above, under a new BellSouth Fast Packet Savings Plan (FSP), Plan C (84-month minimum term), Credit Schedule 2C. The customer's new BellSouth FSP must be effective on or before March 15, 2006, in order to receive the reward in this Contract Tariff.

All BellSouth FSP regulations shall apply as set forth in Section 2.4.8 of this Tariff, including termination liability regulations.

(B) Description

- (1) Customers who install specific speed MSATMS circuits (i.e., 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps and 599.040 Mbps) during the period specified in 25.36(D) above, will receive a forty-five (45) percent credit on the MSATMS nonrecurring charges and the MSATMS monthly recurring charges for the period in (2) below provided that the service is placed under a new BellSouth FSP as set forth in (A) above. The 45 percent credit on the specified charges will be issued on a one-time basis as specified in (2) and (3) following. The applicable rate elements in which the credit will apply are the MSATMS Connections and their associated MSATMS PVC Features and optional Special Provisioning.

¹All material on this page is new

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 31, 2006

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-266

EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.36 Contract Tariff – No. 33 (Cont'd)¹

(N)

25.36.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The one-time credit in (1) above will apply for the period beginning with the service establishment date for the MSATMS circuit (i.e., no earlier than December 6, 2005) and ending with the date in which the new BellSouth FSP becomes effective (i.e., no later than March 15, 2006).
- (3) The one-time credit will be applied to the customer's bill one month in arrears beginning with April/May 2006 bill periods. The credit will not be applied to taxes.

(C) Rates and Charges

Rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

¹All material on this page is new.

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
ORIGINAL PAGE 25-267

EFFECTIVE: APRIL 18, 2006

ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

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

(N)

EFFECTIVE: APRIL 21, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035¹

(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.

¹All material on this page is new.

EFFECTIVE: APRIL 21, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035¹ (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.

¹All material on this page is new.

EFFECTIVE: APRIL 21, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035¹ (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, 1HXFX, 1HXFX

¹All material on this page is new.

EFFECTIVE: APRIL 18, 2006

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.

EFFECTIVE: APRIL 18, 2006

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.

¹All material on this page is new

EFFECTIVE: APRIL 18, 2006

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.

¹All material on this page is new

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
ORIGINAL PAGE 25-272

EFFECTIVE: JUNE 9, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

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

(N)

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
ORIGINAL PAGE 25-273

EFFECTIVE: JUNE 9, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

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

(N)

EFFECTIVE: JUNE 9, 2006

ACCESS SERVICE

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.

¹ All 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.

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)

(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.

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01

(N)

26.1.1 General Regulations

(N)

- (A) The start date of BellSouth SWA Contract Tariff No. 2002-01 is the first bill period following subscription to this contract tariff. (N)
(B) BellSouth SWA Contract Tariff No. 2002-01 shall terminate on July 22, 2007. (N)
(C) The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below: (N)
(1) Montgomery, Alabama (N)
(2) Jacksonville, Florida (N)
(3) Miami/Ft. Lauderdale/Hollywood, Florida (N)
(4) Orlando, Florida (N)
(5) Panama City, Florida (N)
(6) Atlanta, Georgia (N)
(7) Columbus, Georgia (N)
(8) LaFayette, Louisiana (N)

The BellSouth wire centers associated with the above MSAs are as set forth in Section 24 of this Tariff. (N)

- (D) A customer that is similarly situated may subscribe within a period of thirty (30) days following the effective date of BellSouth SWA Contract Tariff No. 2002-01. (N)

26.1.2 Subscription Conditions

(N)

- (A) To subscribe to BellSouth SWA Contract Tariff No. 2002-01, the customer and the Telephone Company must execute a Letter of Agreement. The Telephone Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain: (N)
(1) BellSouth SWA Contract Tariff Number (N)
(2) Start and termination date of BellSouth SWA Contract Tariff (N)
(3) Customer's Name and Billing Address (N)
(4) Billing Account Number the credit will be applied (N)
(5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff (N)
(6) BellSouth SWA Contract Tariff term (i.e., 36, 48 or 60 months) (N)
(7) MSAs included in the BellSouth SWA Contract Tariff (N)
(8) Minimum Usage Discount Table (N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

(N)

26.1.2 Subscription Conditions (Cont'd)

(N)

(B) To subscribe to BellSouth SWA Contract Tariff No. 2002-01, the customer must have been a BellSouth SWA customer for the previous 18-months.

(N)
(N)

(C) When the customer subscribes to BellSouth SWA Contract Tariff No. 2002-01, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2002-01.

(N)
(N)
(N)
(N)

(D) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in BellSouth SWA Contract No. 2002-01.

(N)
(N)
(N)

(E) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.1.3 following.

(N)
(N)
(N)

(F) A customer subscribing to BellSouth SWA Contract Tariff No. 2002-01 may not subscribe to any other BellSouth SWA Contract Tariff that contains services as set forth in (G) following.

(N)
(N)
(N)

(G) The following BellSouth SWA services, provided in the MSAs as described in 26.1.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established minimum local switching usage.

(N)
(N)
(N)
(N)

- BellSouth SWA Common Transport Service
 - Facility Termination, per minute of use
 - Per Mile, per minute of use
 - DS3 to DS1 Multiplexer, per minute of use
 - DS1 to VG Multiplexer, per minute of use

(N)
(N)
(N)
(N)
(N)

- Access Tandem Switching
 - Dedicated Tandem Trunk Port Service
 - Per DS0/VG trunk port required
 - Per DS1 trunk port required
 - DS1 to VG Channelization

(N)
(N)
(N)
(N)
(N)

- Local Switching
 - Local Switching 1
 - Local Switching 2
 - Local Switching 3
 - Local Switching 4
 - Common Trunk Port Service

(N)
(N)
(N)
(N)
(N)

- Per each Common Transport trunk termination, per minute of use
 - Dedicated End Office Trunk Port Service
 - Per DS0/VG trunk port required
 - Per DS1 trunk port required

(N)
(N)
(N)
(N)
(N)

(H) A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.1.5(B) following.

(N)
(N)
(N)
(N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

(N)

26.1.2 Subscription Conditions (Cont'd)

(N)

(I) Cancellation of BellSouth SWA Contract Tariff No. 2002-01

(N)

- (1) Except as set forth in (3) following, during the term period of BellSouth SWA Contract Tariff No.2002-01, a customer may cancel this BellSouth SWA Contract Tariff and subsequently subscribe to another BellSouth SWA Contract Tariff only one time.

(N)

(N)

(N)

(N)

- (2) Cancellation of BellSouth SWA Contract Tariff No. 2002-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. 2002-01 and upon meeting one of the following conditions:

(N)

(N)

(N)

(N)

- (a) During the first year of BellSouth SWA Contract Tariff No. 2002-01, the local switching usage achieved is 10 percent below the minimum usage;

(N)

(N)

(N)

- (b) During the remaining years of BellSouth SWA Contract Tariff No. 2002-01, the local switching usage is below the minimum usage.

(N)

(N)

- (c) Local switching usage exceeds the discount usage cap.

(N)

- (d) Customer adds CIC codes that are desired to become part of the volume discount contract tariff.

(N)

(N)

- (3) During the term period of BellSouth SWA Contract Tariff No.2002-01, a customer may cancel and subscribe to another Contract Tariff if Switched Access Pricing Flexibility is allowed in additional MSAs and the customer desires to participate.

(N)

(N)

(N)

(N)

- (a) Cancellation of and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. 2002-01;

(N)

(N)

(N)

- (b) The term of the new Contract Tariff will be the remaining years of BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

- (J) Rates and charges for the BellSouth SWA services included in BellSouth SWA Contract Tariff No. 2002-01 are as set forth in Section 6 of this Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

(N)

(N)

(N)

(N)

26.1.3 Mergers and Acquisitions and Transfer of Service

(N)

- (A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply:

(N)

(N)

- (1) The customer may elect to terminate subscription to BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

- (2) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

(N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

(N)

26.1.3 Mergers and Acquisitions and Transfer of Service (Cont'd)

(N)

(A) (Cont'd)

(N)

- (3) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2002-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.

(N)

(N)

(N)

(N)

- (B) If customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2002-01 shall be terminated.

(N)

(N)

(N)

(N)

26.1.4 BellSouth SWA Revenue Volume Discounts

(N)

- (A) Each year of BellSouth SWA Contract Tariff No. 2002-01 is defined as twelve (12) consecutive bill periods. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the bill period after the beginning date of BellSouth SWA Contract Tariff No. 2002-01. For example, if the beginning date of BellSouth SWA Contract Tariff No. 2002-01 is June 6, 2002 bill period, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 6, 2002 bill period.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

- (B) The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of each year of the BellSouth SWA Contract Tariff No. 2002-01. During the second month following the end of each year of the BellSouth SWA Contract Tariff No. 2002-01, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.

(N)

(N)

(N)

(N)

(N)

(N)

- (C) True-up provisions will be made during the first quarter after the termination date of BellSouth SWA Contract No. 2002-01.

(N)

(N)

- (D) The BellSouth SWA volume discounts are applicable to the usage sensitive and recurring revenues of the BellSouth SWA services as set forth in 26.1.2(G) preceding.

(N)

(N)

(N)

- (E) The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. 2002-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

(N)

(N)

(N)

- (F) The BellSouth SWA services to which the volume discounts provided under BellSouth SWA Contract Tariff No. 2002-01 apply shall only be subject to service assurance warranty regulations specified in 2.4.4(B) of this Tariff.

(N)

(N)

(N)

(N)

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

26.1.5 BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Plan

- (A) BellSouth SWA Contract Tariff No. 2002-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) above a stated minimum usage for the MSAs as set forth in 26.1.1(C) preceding. Annual volume discounts will be determined by the local switching usage volume and the year of the contract in which the local switching usage volume is achieved.
- (B) The minimum usage and the achievable volume discounts associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below:

Minimum Usage (MOU)	Usage Ranges (MOU)	Volume Discount Percentages				
		Year 1	Year 2	Year 3	Year 4	Year 5
3,385,697,632	3,385,697,632 – 3,453,411,585	7%	-	-	-	-
	>3,453,411,585 – 3,724,267,396	10%	15%	20%	-	-
	>3,724,267,396 – 4,401,406,922	15%	20%	25%	30%	35%

- (C) The annual local switching usage included in BellSouth SWA Contract Tariff No. 2002-01 eligible for volume discount is determined by subtracting the minimum usage from the achieved local switching usage for each year.
- (D) Dividing the annual local switching usage eligible for volume discount for a given year of BellSouth SWA Contract Tariff No. 2002-01 by the minimum local switching usage will develop the usage factor.
- (E) A usage factor (greater than zero) will be applied to the eligible BellSouth SWA revenue generated by the BellSouth SWA services identified in 26.1.2(G) preceding. This calculation produces the annual revenue eligible for discount.
- (F) The discount percent achieved, as set forth in (B) preceding, is based upon the minimum usage required, the usage factor achieved and the term year.
- (G) The volume discount received for a given year under BellSouth SWA Contract Tariff No. 2002-01 is determined by multiplying the eligible BellSouth SWA revenue times the discount factor achieved.

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26 – BELLSOUTH SWA CONTRACT TARIFFS (N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd) (N)

26.1.5 BellSouth SWA Contract Tariff No. 2002-01 Incentive Plan Cont'd) (N)

(H) Following is an example of how the annual BellSouth SWA volume discount will be determined. (N)

BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Calculation (N)

Customer Information (N)

Customer subscribed to a five year BellSouth SWA Contract Tariff No. 2002-01 and is in the 4th year of the contract term. The customer's local switching minimum usage is 5,000,000,000 minutes of use. The annual local switching usage for year 4 is 5,750,000,000 minutes of use and the eligible BellSouth SWA revenues for year 4 is \$25,000,000. (N)

Year 4 Usage Eligible for Discount = Year 4 Usage - Minimum Usage (N)

= 5.75B MOU - 5B MOU (N)

= 750M MOU (N)

Year 4 Usage Factor = $\frac{\text{Year 4 Annual Usage}}{\text{Minimum Usage}}$ (N)

= $\frac{750M \text{ MOU}}{5B \text{ MOU}}$ (N)

= .15 (N)

Year 4 Revenue Eligible for Discount = Year 4 Usage Factor X Year 4 eligible BellSouth SWA Revenue (N)

= .15 X \$25,000,000 (N)

= \$3,750,000 (N)

Year 4 Volume Discount = Year 4 Revenue Eligible for Discount X Discount Factor (N)

= \$3,750,000 X .30 (N)

= \$1,125,000 (N)

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26 - BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01

26.2.1 General Regulations

(A) The start date of BellSouth SWA Contract Tariff No. 2003-01 is the first bill period following execution of the Letter of Agreement with the customer.

(B) Customers may choose either a one or two year agreement that terminates upon completion.

(C) The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below:

- (1) Montgomery, Alabama
- (2) Jacksonville, Florida
- (3) Miami/Ft. Lauderdale/Hollywood, Florida
- (4) Orlando, Florida
- (5) Panama City, Florida
- (6) Atlanta, Georgia
- (7) Columbus, Georgia
- (8) LaFayette, Louisiana

The BellSouth wire centers associated with the above MSAs are as set forth in Section 24 of this Tariff.

26.2.2 Subscription Conditions

(A) To subscribe to BellSouth SWA Contract Tariff No. 2003-01, the customer and the Telephone Company must execute a Letter of Agreement. The Telephone Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:

- (1) BellSouth SWA Contract Tariff No. 2003-01 tariff reference
- (2) Start and termination date
- (3) Customer's Name and Billing Address
- (4) Billing Account Number the credit will be applied
- (5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff No. 2003-01
- (6) BellSouth SWA Contract Tariff No. 2003-01 term (i.e., one or two years)
- (7) MSAs included
- (8) Commitment Level Usage

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.2 Subscription Conditions (Cont'd)

- (B) To subscribe to BellSouth SWA Contract Tariff No. 2003-01, the customer must have been a BellSouth SWA customer for the previous 12-months. (N)
- (C) The customer's most recent 12 months local switching usage will be projected forward for 12 months. The customer's annual usage commitment level will be a minimum of 90 percent of this projection. (N)
- (D) When the customer subscribes to BellSouth SWA Contract Tariff No. 2003-01, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2003-01. (N)
- (E) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement. (N)
- (F) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.2.3 following. (N)
- (G) A customer subscribing to BellSouth SWA Contract Tariff No. 2003-01 may not subscribe to any other BellSouth SWA Contract Tariff in the MSAs as described in 26.2.1 preceding and for the services as set forth in (H) following. (N)
- (H) The following BellSouth SWA services, provided in the MSAs as described in 26.2.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established local switching usage Commitment Level. (N)
 - Local Switching (N)
 - Local Switching 1 (N)
 - Local Switching 2 (N)
 - Local Switching 3 (N)
 - Local Switching 4 (N)
- (I) A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.2.5(B) following. (N)
- (J) Cancellation of BellSouth SWA Contract Tariff No. 2003-01 (N)
 - (1) Except as set forth in (2) following, during the term period of BellSouth SWA Contract Tariff No. 2003-01 as defined by the customer's Letter of Agreement, a customer who cancels this BellSouth Contract Tariff No. 2003-01 is subject to shortfall and termination liability as described in 26.2.5, following. (N)

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.2 Subscription Conditions (Cont'd)

(J) Cancellation of BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

(2) A customer who cancels this BellSouth SWA Contract Tariff No. 2003-01 under this paragraph is subject only to shortfall calculations of 27.1.5, following. Cancellation of BellSouth SWA Contract Tariff No. 2003-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date as defined by the customer's Letter of Agreement and upon meeting one of the two conditions below. At a minimum, the term of the new Letter of Agreement will be the remaining term of the initial Letter of Agreement.

(a) Customer adds CIC codes that are desired to become part of the volume discount commitment level usage.

(b) Switched Access Pricing Flexibility is allowed in additional MSAs and the customer desires to participate.

(K) The services to which the incentives set forth in this BellSouth SWA Contract Tariff No. 2003-01 apply, are obtained from Section 6 of this Tariff. The Telephone Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 6 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

26.2.3 Mergers and Acquisitions and Transfer of Service

(A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply:

(1) The customer may elect to terminate subscription to BellSouth SWA Contract Tariff No. 2003-01. A customer who cancels subscription to BellSouth SWA Contract Tariff No. 2003-01 is subject to shortfall and termination liability as described in 26.2.5, following.

(2) The customer may not combine Local Switching usage volumes with the merged or acquired company's Local Switching usage volumes for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. 2003-01.

EFFECTIVE: JUNE 4, 2003

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.3 Mergers and Acquisitions and Transfer of Service (Cont'd)

(A) (Cont'd)

- (3) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2003-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.

- (B) If customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2003-01 shall be terminated.

26.2.4 BellSouth SWA Revenue Volume Discounts

- (A) Each year of the customer's Letter of Agreement is defined as twelve (12) consecutive complete bill periods following the beginning date of the Letter of Agreement. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the first complete bill period after the beginning date of the Letter of Agreement. For example, if the beginning date of the Letter of Agreement is June 6, 2003, and the bill period is the 12th, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 12th, 2003 bill period.
- (B) The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of each year of the customer's Letter of Agreement. During the second month following the end of each year of the Letter of Agreement, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.
- (C) The BellSouth SWA volume discounts are applicable to the BellSouth SWA services as set forth in 26.2.2(H) preceding.
- (D) The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. 2003-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan

- (A) BellSouth SWA Contract Tariff No. 2003-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) achieved, and the Commitment Level and term year as defined in the Letter of Agreement. Discounts are achieved in term years when the achieved local switching volume is equal to or above a Commitment Level usage for the MSAs as set forth in 26.2.1(C) preceding. When equaled or exceeded, discounts are applied to the Commitment Level usage.
- (B) The Commitment Level usage and the achievable volume discounts associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below:

Annual Usage Commitment Level and Discounts		
Commitment Level MOUs	Year 1 Discounts	Year 2 Discounts
> 500M to 1B	0.7%	1.2%
> 1B to 3B	1.3%	1.8%
> 3B to 5B	2.7%	3.2%
> 5B to 7B	4.0%	4.5%
> 7B to 9B	5.4%	5.9%
> 9B	6.7%	7.2%

- (C) The volume discount received for a given year under BellSouth SWA Contract Tariff No. 2003-01 is determined by multiplying the eligible BellSouth SWA revenue associated with the Commitment Level usage, times the discount percentage achieved as determined in (A) preceding.

The following example demonstrates application of the discount:

Customer Annual Commitment Level – 6B minutes of use
 Achieved Volume – 6.3B minutes of use
 Contract Year – first year of a one-year contract
 All usage is Local Switching 2
 Local Switching 2 rate – \$.002158/minute
 From Table – applicable discount is 4 percent

Therefore:

Volume Discount = Eligible Revenue X Discount Rate

Volume Discount = (6B minutes X \$.002158/minute) X 4 percent

Volume Discount = \$517,920

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Discount Plan (Cont'd)

(D) When the Commitment Level usage volume is not met during a year of the term, a shortfall liability is incurred by the customer. The shortfall usage is equal to the difference in the customer's Commitment Level and the achieved local switching usage volume. The shortfall liability would be equal to the shortfall usage, times the customer's average local switching rate per MOU. The customer's average local switching rate per MOU is equal to revenue generated from the local switching usage rate elements as described in 26.2.2(H) preceding, divided by the achieved local switching usage volume.

The following example demonstrates application of shortfall:

Customer Annual Commitment Level – 6B minutes of use
Achieved Volume – 5.9B minutes of use
Contract Year – first year of a one-year contract
All usage is Local Switching 2
Local Switching 2 rate - \$.002158/minute

Therefore:

Shortfall Usage = Commitment Level – Achieved Volume

Shortfall Usage = 6B minutes – 5.9B minutes

Shortfall Usage = .1B minutes

Shortfall Liability = Shortfall Usage X Avg Local Switching Rate

Shortfall Liability = .1B minutes X \$.002158/minute

Shortfall Liability = \$215,800

(E) In the event of an early termination of the contract, shortfall usage calculations will be based upon the monthly usage values which comprise the annual Commitment Level. If upon comparing the shortened term commitment to the achieved usage level, a shortfall usage is determined to exist, then a shortfall liability is incurred. The shortfall liability will be calculated as described in (D) above.

(F) A termination liability is incurred when a customer terminates the agreement before the end date of the agreement. The termination liability is equal to 90 percent of the volume discount received during the term of the agreement.

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EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan (Cont'd)

(G) This BellSouth SWA Contract Tariff No. 2003-01 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume discount. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than 30 days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2003, BellSouth will determine if the customer is on track to earn the discount described at the end of the first year of the LOA. If so, BellSouth will calculate by December 15, 2003, the prorated volume discount and remit to the subscriber the prepayment of this pro rata volume discount as soon as practical thereafter. At the end of the first year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume discount amount. If, at the end of the first year, the volume discount has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent – the prime interest rate is that rate which is effective at the end of the first year of the LOA.).

EFFECTIVE: AUGUST 3, 2005

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.3 BellSouth SWA Contract Tariff No. 2005-01

26.3.1 General Regulations

(A) The start date of BellSouth SWA Contract Tariff No. 2005-01 is the first bill period following execution of the Letter of Agreement with the customer.

(B) Customers may choose a one year agreement that terminates upon completion.

(C) The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below:

- (1) Montgomery, Alabama
- (2) Jacksonville, Florida
- (3) Miami/Ft. Lauderdale/Hollywood, Florida
- (4) Orlando, Florida
- (5) Panama City, Florida
- (6) Atlanta, Georgia
- (7) Columbus, Georgia
- (8) LaFayette, Louisiana

The BellSouth wire centers associated with the above MSAs are as set forth in Section 24 of this Tariff.

26.3.2 Subscription Conditions

(A) To subscribe to BellSouth SWA Contract Tariff No. 2005-01, the customer and the Telephone Company must execute a Letter of Agreement. The Telephone Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:

- (1) BellSouth SWA Contract Tariff No. 2005-01 tariff reference
- (2) Start and termination date
- (3) Customer's Name and Billing Address
- (4) Billing Account Number the credit will be applied
- (5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff No. 2005-01
- (6) BellSouth SWA Contract Tariff No. 2005-01 term
- (7) MSAs included
- (8) Commitment Level Usage

EFFECTIVE: AUGUST 3, 2005

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.3 BellSouth SWA Contract Tariff No. 2005-01 (Cont'd)

26.3.2 Subscription Conditions (Cont'd)

- (B) To subscribe to BellSouth SWA Contract Tariff No. 2005-01, the customer must have been a BellSouth SWA customer for the previous 12-months. (N)
- (C) The customer annual commitment level will be that as stated in the Letter of Agreement. The annual commitment level must be in the ranges as stated in 26.3.5.(C) following. (N)
- (D) When the customer subscribes to BellSouth SWA Contract Tariff No. 2005-01, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2005-01. (N)
- (E) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement. (N)
- (F) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.3.3 following. (N)
- (G) A customer subscribing to BellSouth SWA Contract Tariff No. 2005-01 may not subscribe to any other BellSouth SWA Contract Tariff in the MSAs as described in 26.3.1 preceding and for the services as set forth in (H) following. (N)
- (H) The following BellSouth SWA services, provided in the MSAs as described in 26.3.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established local switching usage Commitment Level. (N)
 - Local Switching (N)
 - Local Switching 1 (N)
 - Local Switching 2 (N)
 - Local Switching 3 (N)
 - Local Switching 4 (N)
- (I) A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.3.5(B) following. (N)

EFFECTIVE: AUGUST 3, 2005

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.3 BellSouth SWA Contract Tariff No. 2005-01 (Cont'd)

26.3.2 Subscription Conditions (Cont'd)

(J) Cancellation of BellSouth SWA Contract Tariff No. 2005-01

- (1) Cancellation of BellSouth SWA Contract Tariff No. 2005-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date as defined by the customer's Letter of Agreement and upon meeting one of the two conditions below. At a minimum, the term of the new Letter of Agreement will be the remaining term of the initial Letter of Agreement.

(a) Customer adds CIC codes that are desired to become part of the volume discount commitment level usage.

(b) Switched Access Pricing Flexibility is allowed in additional MSAs and the customer desires to participate.

- (K) The services to which the incentives set forth in this BellSouth SWA Contract Tariff No. 2005-01 apply, are obtained from Section 6 of this Tariff. The Telephone Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 6 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

26.3.3 Mergers and Acquisitions and Transfer of Service

- (A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply:

- (1) The customer may not combine Local Switching usage volumes with the merged or acquired company's Local Switching usage volumes for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. 2005-01.

EFFECTIVE: AUGUST 3, 2005

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.3 BellSouth SWA Contract Tariff No. 2005-01 (Cont'd)

26.3.3 Mergers and Acquisitions and Transfer of Service (Cont'd)

(A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply: (Cont'd)

(2) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2005-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.

(B) If customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2005-01 shall be terminated.

26.3.4 BellSouth SWA Revenue Volume Discounts

(A) The year of the customer's Letter of Agreement is defined as twelve (12) consecutive complete bill periods following the beginning date of the Letter of Agreement. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the first complete bill period after the beginning date of the Letter of Agreement. For example, if the beginning date of the Letter of Agreement is June 6, 2005, and the bill period is the 12th, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 12th, 2005 bill period.

(B) The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of the year of the customer's Letter of Agreement. During the second month following the end of the year of the Letter of Agreement, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.

(C) The BellSouth SWA volume discounts are applicable to the BellSouth SWA services as set forth in 26.3.2(K) preceding.

(D) The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. 2005-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

26.3.5 BellSouth SWA Contract Tariff No. 2005-01 Volume Discount Plan

(A) BellSouth SWA Contract Tariff No. 2005-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) achieved, and the Commitment Level and term year as defined in the Letter of Agreement. Discounts are achieved in a term year when the achieved local switching volume is equal to or above a Commitment Level usage for the MSAs as set forth in 26.3.1(C) preceding. When equaled or exceeded, discounts are applied to the Commitment Level usage.

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.3 BellSouth SWA Contract Tariff No. 2005-01 (Cont'd)

26.3.5 BellSouth SWA Contract Tariff No. 2005-01 Volume Discount Plan (Cont'd)

- (B) The Commitment Level usage and the achievable volume discounts associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table following. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table following.
- (C) Commitment Level usage and the achievable volume discounts associated with the BellSouth SWA Common Transport IP Option, which allows termination or origination (when/where available and capacity permits) of Internet Protocol (IP) traffic, are shown in the table below. The SWA Common Transport IP Option discount will be in addition to the discount obtained from the BellSouth SWA services as described in E26.3B preceding. Only SWA Common Transport IP Option MOU are eligible for the discounts as described in the table for Additional SWA Common Transport IP Option Discounts section in the table below:

Annual Usage Commitment Level and Discounts		
Commitment Level MOUs	BellSouth SWA services discounts as described on E26.3.5A	Additional SWA Common Transport IP Option Discounts as described in E26.3.5C
> 500M to 1B	0.7%	12.7%
> 1B to 2B	1.3%	12.7%
> 2B to 3B	1.3%	18.2%
> 3B to 4B	2.7%	18.2%
> 4B	4.0%	23.5%

- (D) The volume discount received for a given year under BellSouth SWA Contract Tariff No. 2005-01 is determined by multiplying the eligible BellSouth SWA revenue associated with the Commitment Level usage, times the discount percentage achieved as determined in (A) preceding.

The following example demonstrates application of the discount:
 Customer Annual Commitment Level – 4B minutes of use
 Achieved Volume – 4.2B minutes of use
 Contract Year – first year of a one-year contract
 All usage is Local Switching 2
 Local Switching 2 rate - \$.002158/minute

From Table – applicable discount is 4 percent
 Therefore:

Volume Discount = Eligible Revenue X Discount Rate
 Volume Discount = (4B minutes X \$.002158/minute) X 4 percent
 Volume Discount = \$345,280

(T)

EFFECTIVE: AUGUST 3, 2005

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.3 BellSouth SWA Contract Tariff No. 2005-01 (Cont'd)

26.3.5 BellSouth SWA Contract Tariff No. 2005-01 Discount Plan (Cont'd)

- (E) The SWA Common Transport IP Option MOU volume discount received for the year under the BellSouth SWA Contract Tariff No. 2005-01 is determined by multiplying the eligible SWA Common Transport IP Option revenue associated with the Commitment Level usage, times the discount percentage achieved as determined in A. preceding.

The following example demonstrates application of the Annual SWA Common Transport IP Option discount:

Customer Annual Commitment Level – 4B minutes of use
Achieved Volume – 4.2B minutes of use (10M minutes of use are SWA Common Transport IP Option minutes of use)
Contract Year – first year of a one-year contract
Annual Discount for SWA Common Transport IP Option
Local Switching 2 rate - \$.002136/minutes
From Table – applicable SWA Common Transport IP Option discount is 23.5 percent

Therefore:

Additional SWA Common Transport IP Option Volume Discount =
Eligible Revenue X Discount Rate
Additional SWA Common Transport IP Option Volume Discount = (10M minutes X \$.002136/minute) X 23.5 percent
Additional SWA Common Transport IP Option Volume Discount = \$5,019.6

- (F) This BellSouth SWA Contract Tariff No. 2005-01 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume discount. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than 30 days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2005, BellSouth will determine if the customer is on track to earn the discount described at the end of the year of the LOA. If so, BellSouth will calculate by December 15, 2005, the prorated volume discount and remit to the subscriber the prepayment of this pro rate volume discount as soon as practical thereafter. At the end of the year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume discount amount. If, at the end of the year, the volume discount has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent – the prime interest rate is that rate which is effective at the end of the year of the LOA.).

EFFECTIVE: DECEMBER 16, 2005

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02

26.4.1 General Regulations

- (A) The start date of BellSouth SWA Contract Tariff No. 2005-02 is the first bill period following execution of the Letter of Agreement with the customer.
- (B) Customers may choose a one year agreement that terminates upon completion.
- (C) The regulations, terms, conditions and volume reward provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below:
- (1) Montgomery, Alabama
 - (2) Jacksonville, Florida
 - (3) Miami/Ft. Lauderdale/Hollywood, Florida
 - (4) Orlando, Florida
 - (5) Panama City, Florida
 - (6) Atlanta, Georgia
 - (7) Columbus, Georgia
 - (8) LaFayette, Louisiana

The BellSouth wire centers associated with the above MSAs are as set forth in Section 24 of this Tariff.

26.4.2 Subscription Conditions

- (A) To subscribe to BellSouth SWA Contract Tariff No. 2005-02, the customer and the Telephone Company must execute a Letter of Agreement. The Telephone Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:
- (1) BellSouth SWA Contract Tariff No. 2005-02 tariff reference
 - (2) Start and termination date
 - (3) Customer's Name and Billing Address
 - (4) Billing Account Number the credit will be applied
 - (5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff No. 2005-02
 - (6) BellSouth SWA Contract Tariff No. 2005-02 term
 - (7) MSAs included
 - (8) Commitment Level Usage
 - (9) Commitment Level 8XX Toll Free Dialing Ten Digit Screening Service Queries
- (B) To subscribe to BellSouth SWA Contract Tariff No. 2005-02, the customer must have been a BellSouth SWA customer for the previous 12-months.
- (C) The customer annual commitment level will be that as stated in the Letter of Agreement. The annual commitment level must be in the ranges as stated in 26.4.5.(C) following.

EFFECTIVE: DECEMBER 16, 2005

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.2 Subscription Conditions (Cont'd)

- (D) When the customer subscribes to BellSouth SWA Contract Tariff No. 2005-02, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2005-02.
- (E) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement. However, if the customer becomes the responsible party for additional BellSouth SWA billing elements associated with additional ACNA's and CIC's within eleven (11) month's after the effective date of this BellSouth SWA Contract Tariff no. 2005-02, BellSouth will allow the additional ACNA's and CIC's to be included. However, if the customer becomes the responsible party for additional BellSouth SWA billing elements associated with additional ACNA's and CIC's within eleven (11) month's after the effective date of this BellSouth SWA Contract Tariff No. 2005-02, BellSouth will allow the additional ACNA's and CIC's to be included.
- (F) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.4.3 following.
- (G) A customer subscribing to BellSouth SWA Contract Tariff No. 2005-02 may not subscribe to any other BellSouth SWA Contract Tariff in the MSAs as described in 26.4.1 preceding and for the services as set forth in (H).
- (H) The following BellSouth SWA services, provided in the MSAs as described in 26.4.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume reward based on the established local switching usage Commitment Level and SWA 8XX Toll Free Dialing Ten Digit Screening Service.
- (a) Local Switching
 - Local Switching 1
 - Local Switching 2
 - Local Switching 3
 - Local Switching 4
 - (b) SWA 8XX Toll Free Dialing Ten Digit Screening Service
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery for Toll Free Dialing Numbers with Optional and Destination Features
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery
 - Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery for Toll Free Dialing Numbers with Optional Complex Feature, i.e., Call Handling and Destination Features.

EFFECTIVE: DECEMBER 16, 2005

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.2 Subscription Conditions (Cont'd)

- (I) A customer may not combine its local switching minutes of use or SWA 8XX Toll Free Dialing Ten Digit Screening Service with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.4.5(B) following. For a customer to qualify for this 2005-02 SWA Contract Tariff, the customer must have at least 3 billion SWA local switching minutes of use and 400M SWA 8XX Toll Free Dialing Ten Digit Screening Service queries.
- (J) The services to which the incentives set forth in this BellSouth SWA Contract Tariff No. 2005-02 apply, are obtained from Section 6 of this Tariff. The Telephone Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 6 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

26.4.3 Mergers and Acquisitions and Transfer of Service

- (A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply:
- (1) The customer may not combine Local Switching usage volumes and SWA 8XX Toll Free Dialing Ten Digit Screening Service queries with the merged or acquired company's Local Switching usage volumes and SWA 8XX Toll Free Dialing Ten Digit Screening Service queries for the purpose of obtaining volume rewards provided under BellSouth SWA Contract Tariff No. 2005-02.
- (2) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2005-02 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.
- (B) If the customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2005-02 shall be terminated.

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

(N)

26.4.4 BellSouth SWA Revenue Volume Rewards

(N)

(A) The year of the customer's Letter of Agreement is defined as twelve (12) consecutive complete bill periods following the beginning date of the Letter of Agreement. For purposes of calculating the BellSouth SWA volume rewards, month 1 is the first complete bill period after the beginning date of the Letter of Agreement. For example, if the beginning date of the Letter of Agreement is June 6, 2006, and the bill period is the 12th, then month 1 for purposes of calculating the BellSouth SWA volume rewards will be the July 12th, 2006 bill period.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

(B) The BellSouth SWA volume rewards provided herein will be determined during the first month after the end of the year of the customer's Letter of Agreement. During the second month following the end of the year of the Letter of Agreement, the BellSouth SWA volume rewards will be applied via a credit to the customer's bill.

(N)
(N)
(N)
(N)
(N)

(C) The BellSouth SWA volume rewards are applicable to the BellSouth SWA services as set forth in 26.4.2(K) preceding.

(N)
(N)

(D) The BellSouth SWA volume rewards specified in BellSouth SWA Contract Tariff No. 2005-02 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

(N)
(N)
(N)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan

(N)

(A) BellSouth SWA Contract Tariff No. 2005-02 provides for annual volume rewards based upon annual local switching minutes of use (MOU) and annual SWA 8XX Toll Free Dialing Ten Digit Screening Service queries achieved, and the Commitment Level and term year as defined in the Letter of Agreement. Rewards are achieved in a term year when the achieved local switching volume and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service is equal to or above a Commitment Level usage/queries for the MSAs as set forth in 26.4.1(C) preceding.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

When equaled or exceeded, rewards are applied to the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries. If the customer's achieved volume is below the Commitment Level usage and/or SWA 8XX Toll Free Dialing Ten Digit Screening Service queries, no rewards will be rewarded to the customer.

(N)
(N)
(N)
(N)
(N)

EFFECTIVE: DECEMBER 16, 2005

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan (Cont'd)

(B) The Commitment Level usage, 8XX Toll Free Dialing Ten Digit Screening Service queries and the achievable volume rewards associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table following. Volume rewards are not applicable to any usage levels or SWA 8XX Toll Free Dialing Ten Digit Screening Service Queries outside of the MOU usage ranges or SWA 8XX Queries stated in following tables.

(C) Commitment Level usage, SWA 8XX Toll Free Dialing Ten Digit Screening Service queries and the achievable volume rewards associated with the BellSouth SWA Common Transport IP Option, which allows termination or origination (when/where available and capacity permits) of Internet Protocol (IP) traffic, are shown in the tables below. The SWA Common Transport IP Option reward will be in addition to the reward obtained from the BellSouth SWA services as described in 26.4.5B preceding. Only SWA Common Transport IP Option MOU that go through the BellSouth tandem are eligible for the rewards as described in the table for Additional SWA Common Transport IP Option Rewards section in the table below:

Annual Usage Commitment Level and Rewards		
Commitment Level MOUs	BellSouth SWA services rewards as described in 26.4.5A	Additional SWA Common Transport IP Option Rewards as described in 26.4.5C
> 3B to 4B	2.7%	18.2%
> 4B	4.0%	23.5%

Annual 8XX Toll Free Dialing Ten Digit Screening Service Commitment Level and Rewards	
Commitment Level Queries	BellSouth SWA services rewards as described in 26.4.5A
> 400M to 450M	7.0%
> 450M to 500M	10.0%
> 500M	15.0%

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 15, 2005

TARIFF F.C.C. NO. 1
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EFFECTIVE: DECEMBER 16, 2005

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section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: DECEMBER 16, 2005

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan (Cont'd)

- (D) The SWA Usage volume reward received for a given year under BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible BellSouth SWA revenue associated with the Commitment Level usage, times the reward percentage achieved as determined in (A) preceding.

The following example demonstrates application of the reward:

Customer Annual Commitment Level – 3.1B minutes of use

Achieved Volume – 4.2B minutes of use

Contract Year – first year of a one-year contract

All usage is Local Switching 2

Local Switching 2 rate - \$.002158/minute

From Table – applicable reward is 4 percent

Therefore:

Volume Reward = Eligible Revenue X Reward Rate

Volume Reward = (4.2B minutes X \$.002158/minute) X 2.7 percent

Volume Reward = \$244,717

- (E) The SWA Common Transport IP Option MOU volume reward received for the year under the BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible SWA Common Transport IP Option revenue associated with the Commitment Level usage, times the reward percentage achieved as determined in A. preceding.

The following example demonstrates application of the Annual SWA Common Transport IP Option reward:

Customer Annual Commitment Level – 3.1B minutes of use

Achieved Volume – 4.2B minutes of use (10M minutes of use are SWA Common Transport IP Option minutes of use)

Contract Year – first year of a one-year contract

Annual Discount for SWA Common Transport IP Option

Local Switching 2 rate - \$.002158/minutes

From Table – applicable SWA Common Transport IP Option reward is 18.1 percent

Therefore:

Additional SWA Common Transport IP Option Volume Reward = Eligible Revenue X Discount Rate

Additional SWA Common Transport IP Option Volume Reward = (10M minutes X \$.002158/minute) X 18.2 percent

Additional SWA Common Transport IP Option Volume Reward = \$3,928

EFFECTIVE: DECEMBER 16, 2005

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.4 BellSouth SWA Contract Tariff No. 2005-02 (Cont'd)

26.4.5 BellSouth SWA Contract Tariff No. 2005-02 Volume Reward Plan (Cont'd)

- (F) The SWA 8XX Toll Free Dialing Ten Digit Screening Service Query volume reward received for a given year under BellSouth SWA Contract Tariff No. 2005-02 is determined by multiplying the eligible BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service queries total billed revenue, times the reward percentage achieved as determined in (A) preceding.

The following example demonstrates application of the reward:
Customer Annual Commitment Level – 405M queries
Achieved Volume – 455M queries
Contract Year – first year of a one-year contract
Total Billed Revenue 8XX Toll Free Dialing Ten Digit Screening
Service query total billed revenue from contract term = \$1,820,000

From Table – applicable reward is 7 percent

Therefore:

Volume Reward = Total billed revenue X reward percent
Volume Reward = (\$1,820,000 X 7 percent)
Volume Reward = \$127,400

- (G) This BellSouth SWA Contract Tariff No. 2005-02 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume reward. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than thirty (30) days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2006, BellSouth will determine if the customer is on track to earn the reward described at the end of the year of the LOA. If so, BellSouth will calculate by December 15, 2006, the prorated volume reward and remit to the subscriber the prepayment of this pro rate volume reward as soon as practical thereafter. At the end of the year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume reward amount. If, at the end of the year, the volume reward has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent (2% - the prime interest rate is that rate which is effective at the end of the year of the LOA.)).

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ISSUED: FEBRUARY 20, 2003

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 27-1

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

(N)

27 – RESERVED FOR FUTURE USE

(N)

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TARIFF F.C.C. NO. 1
3RD REVISED PAGE 28-1
CANCELS 2ND REVISED PAGE 28-1

EFFECTIVE: NOVEMBER 16, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Access Services

BellSouth's Digital Subscriber Line Services are broadband internet access services. In accordance with the transition requirements of the Federal Communications Commission's Order in CC Docket Nos. 02-33 and 01-337, released on September 23, 2005, Section 28 of this Tariff will continue to apply to services in place on November 15, 2005 and for additions to such existing service at the same NSP and end user locations for the one year transition period. At the conclusion of the transition period, Section 28 of this Tariff will be discontinued. (N)

The Telephone Company will provide three types of Digital Subscriber Line Access Services: BellSouth Enterprise DSL service, BellSouth ADSL service and BellSouth Session Based DSL service as described following. Central Office availability for Digital Subscriber Line Access Services is as specified in the National Exchange Carrier Association (N.E.C.A.) Tariff, F.C.C No. 4.

The regulations, rates and charges specified in this tariff for BellSouth Enterprise DSL service, BellSouth ADSL service and BellSouth Session Based DSL service are in addition to applicable regulations, rates and charges specified in this and/or other Tariffs of the Telephone Company, but do not include any regulations, rates or charges which may be applied or charged to the end-user by the customer.

28.1 BellSouth Enterprise DSL Service

28.1.1 Service Description

BellSouth® Enterprise DSL service is intended as a wholesale offering that is made available to Network Service Providers for provision of high-speed data service to their customers, and provides, subject to terms and conditions set forth herein, for the ability to establish Connections and Virtual Circuits (VC) between two customer-designated locations.

- (A) A BellSouth Enterprise DSL service Connection may be established between an end-user premises location designated by NSPs, including Internet/Intranet Service Providers (ISP), Competitive Local Exchange Companies (CLEC), etc., hereinafter referred to as customer, and the customer's designated BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) or Managed Shared Asynchronous Transfer Mode Service (MSATMS) location. The Connection provides transport of BellSouth EDSL VCs between the NID at the customer-designated, end-user's premises, and the customer-designated BellSouth XAATMS or MSATMS location. BellSouth Enterprise DSL service Connections are provided at various, optional, data rates, as specified following.

(M)

Certain material previously appearing on this page now appears on Original Page 28-1.1.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: NOVEMBER 16, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Access Services

28.1 BellSouth Enterprise DSL Service (Cont'd)

28.1.1 Service Description (Cont'd)

(A) (Cont'd)

(1) Connection Data Rates

<u>Downstream</u>	<u>Upstream</u>
(a) 512 Kbps	512 Kbps
(b) 768 Kbps	768 Kbps
(c) 1.024 Mbps	1.024 Mbps
(d) 1.536 Mbps	1.536 Mbps

- (2) The customer must designate the XAATMS or MSATMS location where BellSouth Enterprise DSL service Connections will be directed. The customer's dedicated transport must be terminated in the same BellSouth XAATMS or MSATMS location, with the BellSouth XAATMS or MSATMS port enabled for Unspecified Bit Rate (UBR) transmission. Both the end-user and the customer's designated premises must be in the same Local Access and Transport Area (LATA).

Certain material now appearing on this page previously appeared on 2nd Revised Page 28.1.

ACCESS SERVICE

28 – Digital Subscriber Line Services

28.1 BellSouth Enterprise DSL service (Cont'd) (T)

28.1.1 Service Description (Cont'd)

- (3) Provision of a BellSouth Enterprise DSL service Connection also requires provision of an associated Virtual Circuit (VC) between an end-user premises location designated by customer and the customer's location. (M)(T)
(M)
(M)
(M)
- (B) A VC is established as an overlay of a combination of services, including a BellSouth Enterprise DSL service, Connection, between the customer's designated end-user premises and the customer's designated location, by mapping of a VC through the Telephone Company's network to a BellSouth XAATMS or MSATMS-terminated dedicated transport, as specified by the customer and described in section 28.1.6. (T)

(1) VC Data Rates

<u>Downstream</u>	<u>Upstream</u>
(a) 512 Kbps	512 Kbps
(b) 768 Kbps	768 Kbps
(c) 1.024 Mbps	1.024 Mbps
(d) 1.536 Mbps	1.536 Mbps

- Provision of a BellSouth Enterprise DSL service, Connection is also required for the provision of an associated VC. VC data rate must equal the Connection data rate. Actual end-to-end VC data rate achieved may be affected by factors such as loop length and shared facilities in the Telephone Company network. (T)
- (C) A QoS category has been established to support definition of customer applications. When associated with a BellSouth Enterprise DSL service, VC, a QoS designation is a parameter that defines the transfer characteristics of a customer's VC data traffic as it is transported through the Telephone Company's network. BellSouth Enterprise DSL service supports the following type of QoS service category: (T)
(T)

Certain material appearing on this page previously appeared on 1st Revised Page 28-1.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

(C) (Cont'd)

(1) Unspecified Bit Rate, Plus (UBR+)

As used with BellSouth® Enterprise DSL service, the term UBR+ denotes a Minimum Cell Rate (MCR), or minimum data rate, equal to 25% of the customer-specified VC data rate, that will be maintained on a per VC basis.

(D) Although BellSouth® Enterprise DSL service requires a two-wire metallic loop as specified in BellSouth Technical Reference Publication TR73624, the design, maintenance and operation of BellSouth® Enterprise DSL service contemplates combinations of technologies utilized in the provision of service, including g.991.2 ITU Specification Symmetric High-speed Digital Subscriber Line (g.SHDSL) technology. Service inquiries will be necessary to determine availability. If new equipment/facilities or changes to existing facilities are required for the provision of this service, other than simple exchange line rearrangement, the regulations, rates and charges for special construction are set forth in BellSouth's Tariff F.C.C. No. 2 and are in addition to the regulations, rates and charges specified in this tariff.

(E) The customer-specified Connection data rate will be that data rate as measured between the SHDSL Transceiver Unit – Central Office (STU-C) and the Network Interface Device (NID) located at the customer-designated end-user premises by the Telephone Company's element manager or portable test equipment, in lieu of a data-rate obtained by any other means. As used with BellSouth Enterprise DSL service, a NID denotes an arrangement at the point of physical demarcation between the Telephone Company's facilities and the end-user or customer premises, isolating inside wiring and customer premises equipment (CPE) from the Telephone Company's network. The STU-C is often housed in a Digital Subscriber Line Access Multiplexer (DSLAM), which may be housed in a Telephone Company Central Office or a Remote Terminal (RT) location. The NID is typically located at the end-user premises.

The customer-specified VC data rate will be that data rate as measured between the SHDSL Transceiver Unit – Central Office (STU-C) and the customer's designated BellSouth XAATMS or MSATMS location by the Telephone Company's element manager or portable test equipment, in lieu of a data-rate obtained by any other means. The STU-C is often housed in a Digital Subscriber Line Access Multiplexer (DSLAM), which may be housed in a Telephone Company Central Office or a Remote Terminal (RT) location.

(F) BellSouth® Enterprise DSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth® Enterprise DSL service Central Office availability will be as specified in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 1, Office Type Code T9.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

- (G) The movement of data in a direction toward the end-user premises from its normal Serving Wire Center (SWC) is defined as the downstream direction. The movement of data in a direction away from the end-user premises, toward its normal SWC, is defined as the upstream direction. (N)
- (H) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth® Enterprise DSL service, generally between the end-user premises Network Interface Device (NID) and the customer's designated BellSouth XAATMS or MSATMS location, in a manner proper for the furnishing of such service. BellSouth® Enterprise DSL service, Connections and VCs may not be directed to another BellSouth® Enterprise DSL service, Connection, to form a single point-to-point arrangement. (N)
- (1) The Telephone Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer or end-user. Where such equipment or system is connected to Telephone Company facilities the responsibility of the Telephone Company shall be limited to furnishing BellSouth® Enterprise DSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for: (N)
- (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or (N)
- (b) the reception of signals by such equipment or systems, or (N)
- (c) damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing. (N)
- (2) The Telephone Company shall not be responsible to the customer or end-user if changes in any Telephone Company facilities, operations, or procedures utilized in the furnishing of BellSouth® Enterprise DSL service render any facilities or equipment provided by a customer or end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that the Telephone Company does not hold itself in a position to warrant their availability. Should Telephone Company initiated changes occur that render the local exchange facility incapable of transporting BellSouth® Enterprise DSL service, the Telephone Company will not be required to continue the BellSouth® Enterprise DSL service, and the customer will not be liable for any Termination Liability Charges (TLC). (N)

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

(H) (Cont'd)

- (3) The Telephone Company undertakes to maintain and repair the facilities, which it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

- (I) The customer is responsible for installation and/or testing of customer or end-user premises equipment or facilities to ensure that when connected to BellSouth® Enterprise DSL service such end-user premises equipment or facilities operate properly.

- (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.

- (2) It shall be the responsibility of the customer and/or end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the end-user premises. The customer and/or end-user shall be responsible for any expenses incurred for required changes to customer and/or end-user equipment or facilities in order to make and maintain such equipment or facilities compatible with BellSouth® Enterprise DSL service.

(J) Technical Specifications Package

Service specifications for BellSouth® Enterprise DSL service are contained in Technical Reference TR-73624.

- (K) Alternate Use, special facilities routing, channel interface/network channel codes, design changes and design layout report are not available with BellSouth Enterprise DSL service.

- (L) BellSouth® Enterprise DSL service will be available in Telephone Company Central Offices as indicated in NECA Tariff F.C.C. No. 4. As specified in 28.1.4(A)(1)(c), a Service Inquiry will be necessary to determine availability.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth Enterprise DSL service (Cont'd) (T)

28.1.2 Acceptance Testing

- (A) For BellSouth Enterprise DSL service, Connections and VCs at data rates specified by the customer, acceptance tests will include testing for synchronization of downstream and upstream transmissions between the end-user NID and the STU-C, verification that the customer-specified Connection data rate can be achieved at the end-user's NID and that the customer's specified QoS is provisioned. (T)

28.1.3 Payment Arrangements and Credit Allowances

- (A) For BellSouth Enterprise DSL service, any period during which the data rate is below that specified for the Connection or VC rate elements will be considered as an interruption. Application of credits for service outages of BellSouth® Enterprise DSL service will be calculated as follows: (T)
- (1) The customer shall be credited after an interruption of thirty minutes or more at the rate of 1/1440 of the monthly recurring rate, for each period of thirty minutes or major fraction thereof that the interruption continues, for each BellSouth Enterprise DSL service Connection and/or VC affected. The customer must report the outage, prior to its repair, in order to qualify for service outage credit.
- (a) Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided. (T)
- (b) A credit allowance will not apply for service outages under conditions specified in 2.4.4(C) preceding and/or during periods of preventative maintenance/software upgrade activities.
- (B) BellSouth Enterprise DSL service, Connections, are eligible for treatment under terms of the Service Installation Guarantee as specified in 2.4.9. (T)

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.4 Ordering Options

An order for the Telephone Company's BellSouth Enterprise DSL service must be submitted in a manner designated by the Telephone Company. Receipt of an appropriate logon and password is required to access the ordering system(s). Ordering, Maintenance, NSP logon and password information may be obtained by choosing "Get Started" at the following website:
http://www.bellsouth.com/broadband/dsl_solutions/discover.

The customer must place an electronic (Internet or "web-based" interface) order utilizing a Telephone Company-specified order and response system to request BellSouth Enterprise DSL service Connections and VCs be provisioned to a customer-designated end-user premises. The Telephone Company-specified electronic order and response system allows a BellSouth Enterprise DSL service customer to place orders and receive response from the Telephone Company about a request for service. A customer identification and password for access to the appropriate order and response system(s) are obtained as specified preceding.

(A) Ordering Conditions

- (1) The customer shall provide all information necessary for the Telephone Company to provide and bill for the BellSouth Enterprise DSL service, including, but not limited to:

- Customer name and address(es)
- Customer billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- Customer electronic mail address
- Network Service Provider (NSP)
- Type of request
- BellSouth XAATMS, MSATMS information
- Circuit identification of the transport facility between the customer's premises and its designated serving wire center
- Virtual Path Identifier (VPI) and Virtual Channel Identifier (VCI)
- End-user VPI and VCI
- End-user's premises address
- Requested Due Date
- Requested Connection data rate

EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.4 Ordering Options (Cont'd)

(A) Ordering Conditions (Cont'd)

(1) (Cont'd)

- (a) A customer may request a modification of a BellSouth® EDSL service order at any time prior to the due date. The Telephone Company will make every effort to accommodate the requested modification when it is able to do so with the normal work force assigned to complete such a modification within normal business hours, without charge. Customer-requested modifications that cannot be completed prior to the due date will require a service date change and may be subject to additional charges as described in 28.1.5.1(3) (T) following.
- (b) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the order is the Application Date.
- (c) A Service Inquiry will be necessary to determine availability. A Service Inquiry is a request to the Telephone Company to determine if facilities exist to provide the requested service and to determine the service dates on which service can be provided to the customer.

28.1.5 Order Modification

28.1.5.1 Service Date Change

When the customer:

- (1) Indicates, prior to the current due date, that service cannot be accepted for a period not to exceed thirty calendar days, no charge will apply.
- (2) Requests, prior to the current due date, a different due date that is greater than thirty days but sixty or fewer days after the original due date, the order will be cancelled and reissued without charge. A request to change the due date to a due date greater than sixty days after the original due date will be denied.
- (3) Requests, on the current due date, a different due date, or fails to notify the Telephone Company of a customer-initiated due date change prior to the due date, a charge equal to 50 percent of the nonrecurring charges appropriate for installation of affected BellSouth® EDSL service rate elements will apply.

Due date changes on or after the current due date that are initiated by the Telephone Company for reasons such as unavailability of facilities, labor difficulties, governmental orders, civil commotions, criminal actions against the Telephone Company, acts of God, war or other circumstances beyond the Telephone Company's control, will not require payment of this charge.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.5.2 Design Modification

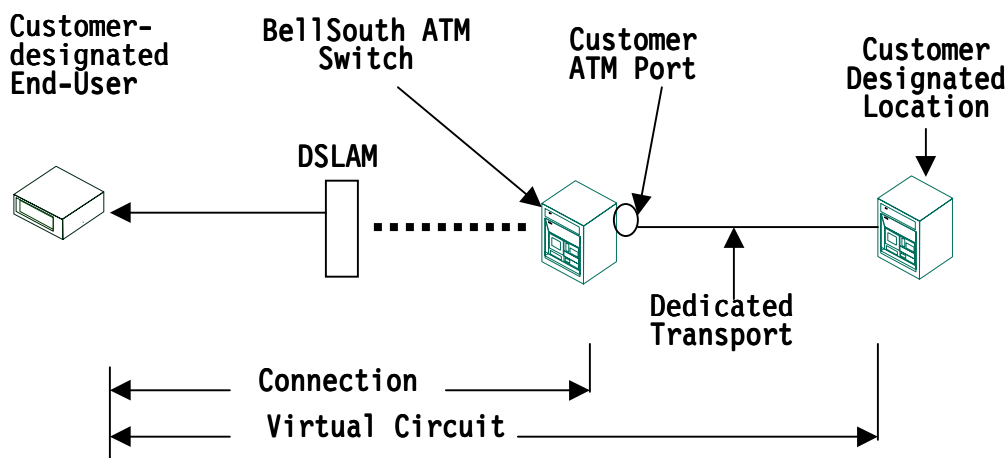
BellSouth Enterprise DSL service elements are non-designed and the customer may not request a design change.

28.1.5.3 Order Cancellation

When a customer cancels an order for BellSouth® Enterprise DSL service, prior to the due date, no charges apply. When a customer cancels an order for BellSouth® Enterprise DSL service on the due date, a charge equal to the sum of all nonrecurring charges appropriate for installation of affected BellSouth® Enterprise DSL service rate elements will apply.

28.1.6 Service Configuration

The following diagram illustrates a BellSouth Enterprise DSL service, connecting two customer-designated locations, within a LATA.



Applicable rate elements are:

- BellSouth Enterprise DSL service, Connection
- BellSouth Enterprise DSL service, Virtual Circuit
- BellSouth XAATMS or MSATMS Rate Elements (ATM Port)
- Dedicated Transport Rate Elements (DS1, DS3, etc.)

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TARIFF F.C.C. NO. 1
4TH REVISED PAGE 28-10
CANCELS 3RD REVISED PAGE 28-10

EFFECTIVE: AUGUST 6, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations

BellSouth Enterprise DSL service recurring rates and nonrecurring charges are subject to Telephone Company initiated change. Rate elements for which customer-specified commitment periods in excess of one month are available are exempt from Telephone Company initiated rate increases prior to expiration of the customer-specified commitment and commitment period. Rate increases will be applicable to all other rate elements upon Commission approval.

28.1.7.1 Nonrecurring Charges

- (A) Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for BellSouth® Enterprise DSL service are: Installation of Service, Service Rearrangements and Transfer of Responsibility. Nonrecurring charges apply as specified in 28.1.9 following.

(T)

28.1.7.2 Recurring Rates

- (A) Recurring rates are monthly rates that apply each month or fraction thereof that a BellSouth Enterprise DSL service, Connection or VC is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply as specified in 28.1.9 following.
- (B) A monthly recurring rate will be billed to the customer for each BellSouth Enterprise DSL service, Connection established to an end-user premises. The monthly rate for Connections at a data rate option specified in 28.1.1(A)(1)(a) through (d) will be determined by the commitment period designated by the customer.

In addition to month-to-month (MTM) rates, customer-selected commitment periods of from 12 to 23 months, and 24 months or greater, are available for a BellSouth Enterprise DSL service, Connection at optional data rates specified in 28.1.1(A)(1)(a) through (d). When the customer requests a BellSouth Enterprise DSL service, Connection, the customer must designate to the Telephone Company the commitment and optional commitment period desired, e.g. a commitment of 20 months and a 12 to 23 month commitment period. Upon completion of a customer-designated commitment and commitment period equal to or greater than 12 months, the customer may select a new commitment and commitment period equal to or greater than 12 months, at rates available for new service, or revert to rates available for new service on a month-to-month basis.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd) (N)

28.1 BellSouth® Enterprise DSL service (Cont'd) (N)

28.1.7 Rate Regulations (Cont'd) (N)

28.1.7.3 Renewals (N)

- (A) Prior to completion of a commitment period, customer may replace the existing commitment and commitment period with a currently offered commitment and commitment period having a length equal to or longer than the time remaining in the existing arrangement. The appropriate rates will be as if for new service. Nonrecurring charges will not be re-applied for these renewals, and no credit will be provided for payments made during the formerly selected period. Changes to a commitment or commitment period with a length shorter than the existing arrangement will result in application of termination liability charges as specified in 28.1.7.5 following. Recognition of previous service will not be a factor in determination of rates appropriate for a renewed arrangement. (N)

28.1.7.4 Moves (N)

- (A) When an end-user changes premises, a move charge applies for each BellSouth® Enterprise DSL service Connection(s) and VC(s) re-established to an end-user's new premises as designated by the customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of BellSouth® Enterprise DSL service. If a BellSouth® Enterprise DSL service Connection and VC is not available at the new end-user premises, the move request will be treated as a discontinuance of service at the old premises and the customer will remain responsible for satisfying minimum period obligations. A service inquiry is required to determine service availability at the end-user's new premises. (N)

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 28-12
CANCELS ORIGINAL PAGE 28-12
EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge

A Termination Liability Charge (TLC) is applicable for a BellSouth® Enterprise DSL service Connection provided at optional data rates specified in 28.1.1(A)(1)(a) through (d), on a per Connection basis, that is disconnected prior to completion of the appropriate minimum service period as specified in 28.1.7.7. (T)

(A) For BellSouth® Enterprise DSL service Connections provided at optional data rates specified in 28.1.1(A)(1)(a) through (d), that are provided on a month-to-month basis but are disconnected prior to completion of the minimum service period specified in 28.1.7.7, the TLC is equal to the number of minimum service period months, less the number of months completed service, multiplied by the appropriate Connection monthly rate for the Connection to which the customer subscribed. This TLC will not exceed the monthly rate for the Connection to which the customer subscribed, multiplied by the minimum service period months as specified in 28.1.7.7. (T)

(B) The TLC for a BellSouth® Enterprise DSL service Connection at data rates specified in 28.1.1(A)(1)(a) through (d) having a customer-selected commitment period equal to or greater than 12 months, but disconnected prior to completion of the commitment and prior to completion of 12 months service, is equal to:

<u>Data Rate</u>		Commitment Period of:	
		From 12 To 23 Months	24 Months Or More
512 x	512 Kbps	\$200.00	\$400.00
768 x	768 Kbps	\$200.00	\$400.00
1.024 x	1.024 Mbps	\$200.00	\$400.00
1.536 x	1.536 Mbps	\$200.00	\$400.00

(C) The TLC for a BellSouth® Enterprise DSL service Connection at data rates specified in 28.1.1(A)(1)(a) through (d) having a customer-selected commitment period equal to or greater than 24 months, but disconnected prior to completion of the commitment, prior to completion of 24 months service and subsequent to completion of 12 months service, is equal to:

<u>Data Rate</u>		Commitment Period of:
		24 Months Or More
512 x	512 Kbps	\$200.00
768 x	768 Kbps	\$200.00
1.024 x	1.024 Mbps	\$200.00
1.536 x	1.536 Mbps	\$200.00

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EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge (Cont'd)

(D) TLC does not apply if:

- (1) A customer cannot synchronize its terminal equipment with BellSouth® Enterprise DSL service equipment;
- (2) A customer requests a change from the current BellSouth® Enterprise DSL service Connection optional data rate to a Connection having a higher optional data rate. However, a new minimum service period as specified in 28.1.7.7 following greater than or equal to the current minimum service period, and rates appropriate for the Connection's new optional data rate as specified in 28.1.9(1) following will apply. (T)
- (3) A customer requests a change from the current BellSouth® Enterprise DSL service Connection optional data rate to a Connection having a lesser optional data rate. If the request is the result of a failure to achieve the subscribed optional data rate, and that failure is determined by the Telephone Company to have been caused by its network, and that the subscribed optional data rate can not be restored by the Telephone Company. (T)

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ISSUED: OCTOBER 1, 2003

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EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge (Cont'd)

(D) TLC does not apply if: (Cont'd)

- (4) A BellSouth® Enterprise DSL service, Connection and VC disconnected from the previous end-user premises as a result of a customer request to move the Connection and VC to a new end-user premises. Both orders must be related together and no lapse in billing can occur.

28.1.7.6 Service Rearrangements

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes, as identified below, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change, but rather the customer of record changes its name, e.g., JKL Corp. to JKL LLP),
- Change of customer's designated end-user premises address when the change of address is not a result of a physical relocation of the end-user
- Change in billing data (name, address, contact number, etc.)
- Change in billing account number

All other service rearrangements will be charged for as follows:

- (A) The Service Rearrangement Charge specified in 28.1.9(B)(1)(a) is applicable on a per BellSouth® Enterprise DSL service, VC, rearranged basis for customer requests to redirect a BellSouth® Enterprise DSL service, VC, from one BellSouth XAATMS or MSATMS port to a different BellSouth XAATMS or MSATMS port, where both ports are on the same switch and both ports are utilized in terminating transport facilities for BellSouth® Enterprise DSL service. (T)

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1ST REVISED PAGE 28-15
CANCELS ORIGINAL PAGE 28-15
EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7.6 Service Rearrangements (Cont'd)

- (B) The Service Rearrangement Charge specified in 28.1.9(B)(1)(a) is applicable on a per BellSouth® Enterprise DSL service, Connection, upgraded basis for customer requests to upgrade a BellSouth® Enterprise DSL service, Connection, to a data rate that is higher than the Connection currently in service, at the same end-user premises. (T)

28.1.7.7 Minimum Service Periods

- (A) The minimum service period for each BellSouth® Enterprise DSL service, Connection is 3 months.
- (B) The minimum service period for each BellSouth® Enterprise DSL service, Connection having a customer-specified commitment period equal to or greater than 12 months, and less than 24 months, is 12 months. The minimum service period for each BellSouth® Enterprise DSL service, Connection having a customer-specified commitment period equal to or greater than 24 months, is 24 months.
- (C) The minimum service period for each BellSouth® Enterprise DSL service VC is three months.

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ISSUED: OCTOBER 1, 2003

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1ST REVISED PAGE 28-16
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EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.8 Miscellaneous

(A) Refusal and Discontinuance

Provisions of 2.1.8 are applicable for circumstances warranting refusal or discontinuance of service.

(B) Transfer of Responsibility

When a change in billing data (e.g., name, address, contact name) is requested in association with a change in the customer of record, Transfer of Responsibility charges will apply as specified in 28.1.9(C)(1)(a). Charges are applied on a per Connection basis.

(T)

(C) Minimum Quantity

- (1) The minimum quantity of BellSouth® Enterprise DSL Service, Connections, per customer-designated end-user premises, is one.
- (2) The minimum quantity of VCs associated with a BellSouth® Enterprise DSL Service, Connection, is one.

(D) Maintenance of Service

- (1) The customer will be responsible for payment of a Maintenance of Service charge as specified in 13.3.1(E) when a customer reports a trouble to the Telephone Company for clearance and upon dispatch no trouble is found in the Telephone Company's facilities.

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TARIFF F.C.C. NO. 1
3RD REVISED PAGE 28-17
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EFFECTIVE: AUGUST 6, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth Enterprise DSL Service (Cont'd)

28.1.9 Rates and Charges

(A) Connections

(1) Per Connection at a capacity of:

	<u>Capacity</u>	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>12 to 23 Months</u>	<u>24+ Months</u>	<u>USOC</u>	(T)
(a)	512 Kbps	\$210.00	\$120.00	\$110.00	\$100.00	ADF81	
(b)	768 Kbps	\$210.00	\$150.00	\$135.00	\$110.00	ADF82	
(c)	1.24 Mbps	\$210.00	\$180.00	\$150.00	\$135.00	ADF83	
(d)	1.536 Mbps	\$210.00	\$225.00	\$190.00	\$165.00	ADF84	

(B) Service Rearrangement Charge

(1) Per Virtual Circuit

	<u>Nonrecurring Charge</u>	<u>USOC</u>
(a) Each	\$5.00	ADRGR

(C) Transfer Of Responsibility

(1) Per Connection

(a) Each	\$11.00	ADRGT
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EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General

- (A) BellSouth ADSL service is intended as an industrial offering that is made available to Network Service Providers for provision of high speed data service to their customers, and provides subject to the terms and conditions set forth herein, for the establishment of a point-to-point Connection and Virtual Circuit (VC) between two customer designated locations. BellSouth ADSL service is primarily intended to provide a Connection and VC between an end-user premises location designated by Network Service Providers (NSP), including Internet/Intranet Service providers (ISP), Competitive Local Exchange Companies (CLEC), etc., hereinafter referred to as customer, and the customer's location. The design, maintenance, and operation of BellSouth ADSL service contemplates end-to-end communication consisting of combinations of overlay services such as in-service, Telephone Company-provided, compatible end-user premises exchange line facility, BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) or Managed Shared Asynchronous Transfer Mode Service (MSATMS) and other appropriate transport facilities. BellSouth ADSL service may also be configured as BellSouth ADSL service, End-User Aggregation. (C)

The designated end-user premises location must be served by an existing, in-service, Telephone Company provided exchange line facility and, with the exception of BellSouth ADSL service, End-User Aggregation (EUA), the designated customer location must be connected to BellSouth XAATMS or MSATMS, with the BellSouth XAATMS or MSATMS port enabled for Unspecified Bit Rate (UBR) transmission. Both the end-user and the customer-designated premises must be in the same Local Access and Transport Area (LATA). BellSouth ADSL service utilizes the facilities used by these services in order to establish a VC between the customer-designated location and the customer-specified end-user premises location. BellSouth ADSL service, End-User Aggregation, does not overlay BellSouth XAATMS or MSATMS.

Multiple VCs (simultaneous connections to the same and/or other customer-designated premises) are available as overlays of a single exchange line facility when provisioned using BellSouth XAATMS or MSATMS provisioning methods. Multiple VCs are not available with EUA. When associated with BellSouth ADSL service, MVC, VCs specified in 28.2.1(C)(6)(a) are available only as UBR QoS. BellSouth ADSL service VCs specified in 28.2.1(C)(6)(b) are provided with a CBR QoS. A QoS designation is a parameter that defines the transfer characteristics of a customer's VC data-traffic as it is transported through the Telephone's Company's network. (N)

An in-service exchange line facility, as referred to in association with BellSouth ADSL service, is the serving Central Office line equipment and all the plant facilities up to and including the Telephone Company-provided Network Interface Device (NID).

- (B) BellSouth ADSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth ADSL service Central Office availability will be as listed in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

EFFECTIVE: MARCH 26, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

- (C) BellSouth ADSL service is available in combinations as specified following.

Downstream		Upstream	
<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
(1) NA	1.5 Mbps	NA	256 Kbps
(2) 768 Kbps	NA	512 Kbps	NA
(3) 1.5 Mbps	1.8 Mbps	512 Kbps	768 Kbps
(4) 2.0 Mbps	4.0 Mbps	640 Kbps	896 Kbps
(5) 4.0 Mbps	6.0 Mbps	640 Kbps	896 Kbps
(6) 384 Kbps	NA	384 Kbps	NA
(a) UBR			
(b) CBR			
(7) 192 Kbps	NA	192 Kbps	NA
(8) NA	256 Kbps	NA	128 Kbps
(9) NA	3.0 Mbps	NA	384 Kbps

(N)

Provision of a BellSouth ADSL service Connection also requires provision of an associated VC between an end-user premises location designated by customer and customer's location. VC data rate must be less than or equal to the Connection data rate.

Connection speed, or "synchronization rate," is measured by the Telephone Company between an "ADSL Transceiver Unit – Remote (ATU-R)," located at the Network Interface Device (NID) at the end-user premises and an "ADSL Transceiver Unit – Central Office (ATU-C)," located in the Telephone Company's network. The Telephone Company may utilize any available spectrum on the same exchange line facility not necessary to provide the customer's BellSouth ADSL service. Actual data rate achieved may be affected by loop length and other factors. The data rate provided by BellSouth may exceed the minimum data rates in 28.2.1(C)(2) through (7) in order that the achieved minimum data rate will equal or exceed the minimum data rate specified. The movement of data in a direction away from the end-user premises, toward its normal Serving Wire Center (SWC), is in the upstream direction. The movement of data in a direction toward the end-user premises from its normal SWC is in the downstream direction.

- (D) Multipoint service is not available.
- (E) The regulations, rates and charges specified in this tariff for BellSouth ADSL service are in addition to applicable regulations, rates and charges specified in this and/or other Tariffs of the Telephone Company, but do not include any regulations, rates or charges which may be applied or charged to the end-user by the customer.
- (F) When provisioned as BellSouth ADSL service, End-User Aggregation, the maximum number of VCs per connection is four. When provisioned as an overlay of BellSouth XAATMS or MSATMS, the maximum number of VCs per connection is four.

EFFECTIVE: AUGUST 6, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

(G) BellSouth ADSL Service, End-User Aggregation

(1) End-User Aggregation

End-User Aggregation enables delivery of a greater density of data sessions to a customer via fewer Private Virtual Circuits (PVC), resulting in a more favorable Sessions-To-PVC ratio as compared to BellSouth ADSL service without End-User Aggregation. A comparison of PVC session capacity for BellSouth ADSL service transport facilities is available in Technical Reference TR-73612.

End-User Aggregation is available for session-management of BellSouth ADSL Service VCs specified in 28.2.1(C)(1) through (9). Transport facilities for BellSouth ADSL Service, End-User Aggregation must be dedicated to the transport of BellSouth ADSL Service VCs and cannot be utilized for transport of non-End-User Aggregation VCs. (T)

Rates and charges for transport of BellSouth ADSL Service, End-User Aggregation are detailed in 28.2.10(E)(1). EUA activation charges, as specified in 28.2.10.(E)(2), require the presence of a BellSouth XAATMS or MSATMS connection. (T)

BellSouth ADSL service, End-User Aggregation will be available to NSPs and their end-user customers in the Telephone Company Central Offices specified in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

(2) Destinations

Destinations refer to the ability of end-user access to single, or multiple, NSP Domain Groups. The customer is responsible for authenticating any end-user access(es) into its network. Refer to TR73612 for the use, specifications and limits associated with each of the items described below.

- For the purposes of BellSouth ADSL service, End-User Aggregation, a Domain Group (DG) identifies a single or group of Domain Name(s) or Realms that are routed to the same point, or points, of egress from the BellSouth ADSL service, End-User Aggregation network, within a LATA. The name associated with this group is a Domain Group Name (DGN). Egress points are associated with EUA, Arrangement Capacities.
- For the purposes of BellSouth ADSL service, End-User Aggregation, a Domain Name (DN) is a unique name associated with one customer. Domain Names always have two or more parts, separated by dots. A DN may appear in only one Domain Group List.
- For the purposes of BellSouth ADSL service, End-User Aggregation, a Realm is a unique name associated with one customer. Realm names are similar in function to DNs, but always have one part, without separation.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

(G) BellSouth ADSL Service, End-User Aggregation (Cont'd)

(2) Destinations (Cont'd)

- For the purposes of BellSouth ADSL service, End-User Aggregation, a Domain Group List is a group of unique Domain Names or Realms within a Domain Group which a customer-designated end-user may access. One or more DGLs comprise a DG.

The BellSouth ADSL service, End-User Aggregation network utilizes a load-managing architecture such that each data exchange between the end-user and the customer may exit the BellSouth ADSL service, End-User Aggregation network at one of potentially multiple customer-designated locations. The customer of BellSouth ADSL service, End-User Aggregation may request Per Connection Testing Capability. Per Connection Testing Capability allows access to an additional Destination for use as a trouble isolation tool for NSPs. Refer to TR73612 for the use, specification and limits associated with the per Connection Testing Capability. (C)
(C)
(T)
(C)

- BellSouth ADSL service, End-User Aggregation customers may take advantage of this capability by requesting per Connection Testing Capability through procedures associated with requests for new BellSouth ADSL service, End-User Aggregation (C)
- No test capability will be provided in a LATA where the NSP does not subscribe to BellSouth ADSL service, End-User Aggregation.

Routing of the per Connection Testing Capability through the BellSouth ADSL service, End-User Aggregation network, will be as determined by the Telephone Company. (C)

(3) Sessions Per Line

Sessions Per Line refers to the ability of an end-user to initiate multiple sessions via a single BellSouth ADSL service VC. A "Session," as referred to in association with Sessions Per Line, is an active connection between an end-user and an NSP.

The number of active Sessions is limited to 2000 per End-User Aggregation, Arrangement Capacity of 44.210 Mbps. The number of active Sessions is limited to 5000 per End-User Aggregation, Arrangement Capacity of 149.760 Mbps.

Destinations and Sessions are only available in conjunction with End-User Aggregation.

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ISSUED: MARCH 25, 2004

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 28-22
CANCELS 2ND REVISED PAGE 28-22
EFFECTIVE: MARCH 26, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

- (H) In order to maintain the quality of BellSouth ADSL service, BellSouth reserves the right to perform preventative maintenance and software updates to its network. Although BellSouth only anticipates maintenance activity to occur, on average, once per quarter, BellSouth reserves the right to perform maintenance activities when BellSouth deems necessary.
- (I) As used with BellSouth ADSL service, the term Multiple VC(s) (MVC) refers to the ability to provision multiple VCs simultaneously at an end-user location, via an overlay of the same Connection. MVC is available at optional data rates specified in 28.2.1(C)(2), (3), (4), (5) (6)(a) and (7) preceding.
- (1) When Multiple VCs (MVC) are overlaid upon a Connection, regardless of the order in which they are disconnected or installed and available for service, a "base" VC will be assumed for billing and tracking purposes and will be referred to as the "First" VC.
- (2) The VC optional data rate specified to the Telephone Company by the customer will define the total available bandwidth for all VCs overlaying the same Connection.

The Telephone Company is not responsible for authenticating any end-user accesses.

- (J) BellSouth ADSL service is provided with two Quality of Service (QoS) levels/categories. A QoS category supports definition of customer applications. When associated with a BellSouth ADSL service, VC, a QoS designation is a parameter that defines the transfer characteristics of a customer's VC data-traffic as it is transported through the Telephone Company's network. BellSouth ADSL service supports the following categories of QoS service:

(1) Unspecified Bit Rate (UBR)

As used with BellSouth ADSL service, the term UBR denotes the implementation of data traffic parameters having no numerical commitments with respect to cell loss ratio or cell transfer delay on a per VC basis. Peak Cell Rate is set to equal the VC data rate. A UBR QoS VC is available at Connection data rates specified in 28.2.1(C)(1) through (6)(a) and (7) through (9). A UBR QoS VC is the only QoS available with the Connection data rate specified in 28.2.1(C)(1), (8) and (9).

(C)
(C)

EFFECTIVE: JANUARY 9, 2004

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(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service

(N)

28.2.1 General (Cont'd)

(N)

(J) (Cont'd)

(N)

(2) Constant Bit Rate (CBR)

(N)

As used with BellSouth ADSL service, the term CBR denotes a uniform data rate where bits are conveyed regularly in time. A CBR QoS VC is available only with a BellSouth ADSL service Connection data rate specified in 28.2.1(C)(6)(b). Customers choosing a CBR QoS VC may not have more than one VC provisioned per Connection.

(N)
(N)
(N)
(N)
(N)

- (K) A BellSouth ADSL service customer may request BellSouth ADSL service be provisioned to a designated end-user premises for purposes of demonstration, for a period not to exceed 5 calendar days. Demonstration requests will be accommodated no more frequently than once in thirty calendar days per designated end-user premises. The appropriate Connection and/or Virtual Circuit nonrecurring charge specified in 28.2.10(A), (B) or (C) following will apply

(T)
(M)
(M)
(M)
(M)
(M)
(M)

Certain material now appearing on this page previously appeared on the 1st Revised Page 28-22.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.1 General (Cont'd)

(K) (Cont'd)

If notified by the customer prior to expiration of the five day demonstration period that the Telephone Company should not disconnect the designated end-user premises, normal monthly billing will commence on the date that notification is received and additional nonrecurring charges are not applicable. If the five day period has expired, service ordered at that same customer-designated premises will be as for new service and the terms and conditions and appropriate rates and charges applicable for new service will apply.

28.2.2 Technical Specifications Package

Service specifications for BellSouth ADSL service are contained in Technical Reference TR-73612.

28.2.3 Acceptance Testing

- (A) Residential VC - Acceptance tests are not performed for Residential BellSouth ADSL service.
- (B) Business VC - For Business VCs, the following acceptance tests are performed:
 - (1) Verify synchronization with Telephone Company equipment at Network Interface Device (NID).
 - (2) From NID, verify data rate at or above that subscribed to by the customer.

28.2.4 Ordering Options and Conditions

- (A) The Access Order, as set forth in Section 5 of this Tariff, is used in the provisioning of BellSouth ADSL Service. Also included in Section 5 of this Tariff are other charges that may be associated with ordering BellSouth ADSL Service (e.g., Service Date Change Charge, Service Date Change – Additional Dispatch Charge, etc.).
- (B) Special Facilities Routing is not available with BellSouth ADSL service.
- (C) A Design Layout Report is not available with BellSouth ADSL service. BellSouth ADSL service VCs, are non-designed and the customer may not request a design change.
- (D) Customer requests for Administrative changes, Data Rate Combination (Speed) changes and changes to/from Session Based DSL and for Service Rearrangement changes as discussed in 28.2.8(B), (C) and (D) following must be placed via electronic order. Customers can access the electronic ordering system with an appropriate logon and password at internet URL address <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com>.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.4 Ordering Options and Conditions (Cont'd)

- (E) The NSP must submit their request(s) for Administrative, Service Rearrangement and Data Rate Combination (Speed) Changes utilizing one of the following methods: (C)

(1) Single Service Request Form (SRF) via electronic order (T)

Using this method, an NSP can request rearrangement of one Connection and/or VC from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. (T)

(2) Multiple SRF via electronic order (T)

Using this method, an NSP may request rearrangement of Connections and/or VCs from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. One SRF is required for each VC rearranged. (C)

Should the customer be unable to submit a SRF via either of the above methods, a request consisting of all information required on the SRF, thereby representing a single SRF, may be sent via email to dsg.osc@bellsouth.com. A receipt confirmation, in the form of an email, will be sent to the requesting customer. Any additional contact specific to that request will be in the form of an email.

Connection and/or VC rearrangement requests will be accepted using the Single SRF or Multiple SRF methods. The customer may access the electronic order, SRF, with an appropriate logon and password at <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com> (C)

Completion of rearrangements of this type will be limited by the Telephone Company's ability to process the requests by due date and quantity. Should the Telephone Company be unable to meet the anticipated due date for all rearrangements scheduled for a particular date, due to resource issues or circumstances beyond its control, due dates for future requests will be adjusted to accommodate earlier dated request(s).

(D)
(D)
(D)
(D)

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EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.4 Ordering Options and Conditions (Cont'd)

- (F) Single and multiple SRF requests will be accepted on a first-come, first-served, basis. First-Come, First-Served denotes a procedure followed when the first Connection and/or VC rearrangement request received will be the first Connection and/or VC rearrangement request processed. Each Connection and/or VC rearranged will count as one rearrangement. (T)
- (G) The day upon which the customer has provided a rearrangement request to the Company, including complete and accurate information to allow for the processing of the request, by five o'clock P.M., Eastern Time, is the Application Date. Rearrangement requests received after five o'clock P.M. Eastern Time will be processed the next business day, which will be the Application Date. The Company will provide a status of the request via the same electronic interface utilized by the customer for establishment of the BellSouth ADSL service rearrangement request. The status will include the pending due date. (T)
- (H) Customer requests for rearrangement of their Connections and/or VCs to an End-User Aggregation arrangement must include the number of Destinations and Sessions as specified in Section 28.2.10(E)(3) and 28.2.10(E)(4). The customer must also have both an existing BellSouth ADSL service arrangement requiring an XAATMS or MSATM termination and an existing BellSouth ADSL service, End-User Aggregation arrangement at the time of the Connection and/or VC rearrangement request. (T)

Certain material now appearing on this page previously appeared on 1st Revised Page 28-30 and 3rd Revised Page 28-31.

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ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 28-24
CANCELS 3RD REVISED PAGE 28-24

EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.5 Minimum Service Periods

The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(1), (2), (8) and (9) is 6 months. The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(3) through (7), and having a customer-specified commitment period of less than 13 months, is 3 months. The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(3) through (7), and having a customer-specified commitment period equal to or greater than 13 months, and less than 25 months, is 13 months. The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(3) through (7), and having a customer-specified commitment period equal to or greater than 25 months, is 25 months. The minimum service period for BellSouth ADSL service, End-User Aggregation, Destinations and Sessions, is one month.

The minimum service period for each BellSouth ADSL service VC for which MVC is available, is established as part of a MVC arrangement and is in addition to the base VC, is one month. The base VC is defined as that VC which all other VCs utilizing the same Local Exchange Line facility are in addition to.

28.2.6 Responsibility of the Telephone Company

- (A) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth ADSL service, generally between the end-user premises Network Interface Device (NID) and the customer's designated BellSouth XAATMS or MSATMS location, in a manner proper for the furnishing of such service. The Telephone Company will qualify the exchange line facility to determine the suitability of the existing, in-service facility, for BellSouth ADSL service.
- (1) The Telephone Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer or end-user. Where such equipment or system is connected to Telephone Company facilities the responsibility of the Telephone Company shall be limited to furnishing BellSouth ADSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for:
- (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - (b) the reception of signals by such equipment or systems, or
 - (c) damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing.

This Page has been formatted to conform with convention for this Section.

(T)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.6 Responsibility of the Telephone Company (Cont'd)

(A) (Cont'd)

(N)

- (2) The Telephone Company shall not be responsible to the customer or end-user if changes in any Telephone Company facilities, operations, or procedures utilized in the furnishing of BellSouth ADSL service render any facilities or equipment provided by a customer or end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that the Telephone Company does not hold itself in a position to warrant their availability. Should Telephone Company initiated changes occur that render the exchange line facility incapable of transporting BellSouth ADSL service, the Telephone Company will not be required to continue the BellSouth ADSL service, and the customer will not be liable for any Termination Liability Charges (TLC).
- (3) The Telephone Company undertakes to maintain and repair the facilities which it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

28.2.7 Responsibility of the Customer

- (A) When two or more customers request the Telephone Company to provide BellSouth ADSL service, and designate the same end-user premises served by the same exchange line facility as a customer designated location, BellSouth ADSL service will be provided to the customer that provides the Telephone Company with a written letter of authorization from the end-user selecting the customer as the end-user's service provider. The Telephone Company will honor the most current letter of authorization executed by the end-user.
- (B) The customer is responsible for installation and/or testing of customer or end-user premises equipment or facilities to ensure that when connected to BellSouth ADSL service such end-user premises equipment or facilities operate properly.
 - (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.

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EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.7 Responsibility of the Customer (Cont'd)

(B) (Cont'd)

(N)

- (2) It shall be the responsibility of the customer and/or end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the end-user premises. The customer and/or end-user shall be responsible for any expenses incurred for required changes to customer and/or end-user equipment or facilities in order to make such equipment or facilities compatible with BellSouth ADSL service.
- (3) If requested by the Telephone Company, the customer ordering BellSouth ADSL service must produce a letter of authorization from an end-user requesting that the customer obtain a high speed data connection to the end-user's premises using BellSouth ADSL service provided by the Telephone Company.

28.2.8 Rate Regulations

Monthly rates and nonrecurring charges apply as specified following for providing BellSouth ADSL service to the customer, but do not reflect any applicable rates or charges associated with other services utilized in the provision of the requested service to customers of a NSP.

Month-to-month terms are available for the BellSouth ADSL service Connections and VCs specified in 28.2.1(C)(1), (2) and (9) preceding. Month-to-Month terms and variable commitment periods of 13 to 24 months, and greater than 24 months, are available for the BellSouth ADSL service Connections and VCs specified in 28.2.1(C)(3) through (7) preceding.

The BellSouth ADSL services specified in 28.2.1(C)(8) and (9) are only available as End-User Aggregation. These services cannot be provisioned as BellSouth XAATMS or MSATMS. The number of Destinations and Sessions Per Line for 28.2.1(C)(8) preceding are limited to 1 Destinations/1 Session and 2 Destinations/1 Session as specified in 28.2.10(E)(3)(a) and 28.2.10(E)(3)(c) following. The rate specified in 28.2.10(A)(2)(a) must be ordered in conjunction with either 28.2.10(E)(3)(a) or 28.2.10(E)(3)(c) to obtain the BellSouth ADSL service specified in 28.2.1(C)(8).

The maximum quantities of BellSouth ADSL service VCs that can be overlaid upon dedicated transport facilities are:

- per 1.536 Mbps facility: 2000
- per 44.210 Mbps facility: 2000
- per 149.760 Mbps facility: 4000
- per 599.040 Mbps facility: 16000

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 28-27
CANCELS ORIGINAL PAGE 28-27
EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(A) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges that apply for BellSouth ADSL service are associated with installation of service, moves of service, service rearrangements and termination liability. These charges are as specified following.

(1) First and Additional Nonrecurring Charges

Nonrecurring charges apply to each Virtual Circuit (VC) installed. When First and Additional nonrecurring charges apply, they are assessed as follows:

For BellSouth ADSL service, Multiple Virtual Circuit (MVC), nonrecurring charges are identified as Initial, First and Additional, or Subsequent, First and Additional. The Initial Order nonrecurring charge(s) apply when BellSouth ADSL service VCs are installed coincident with the initial request for a BellSouth ADSL service MVC arrangement. The Subsequent Order nonrecurring charge(s) is applicable when the VC is installed coincident with a customer request for a MVC arrangement that is subsequent to the establishment of the MVC arrangement. (T)

A MVC, "First," nonrecurring charge is applicable to the first BellSouth ADSL service VC requested in an "Initial" or "Subsequent" MVC arrangement. The "Additional" nonrecurring charge is applicable to each VC installed coincident with the first VC on an "Initial" or "Subsequent" BellSouth ADSL service MVC arrangement.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(B) Administrative Changes

Administrative Changes, as identified below, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change, but rather the customer of record changes its name, e.g., JKL Corp. to JKL LLP),
- Change of customer's designated end-user premises address when the change of address is not a result of physical relocation of the end-user,
- Change in billing data (name, address, contact number, etc.), and
- Change in billing account name

(C) Data Rate Combination (Speed) Changes and Changes to/from ADSL to/from Session Based DSL

Changes of a customer's existing service to/from BellSouth ADSL Service at one data rate combination to/from BellSouth ADSL Service at a different data rate combination or to/from BellSouth Session Based DSL Service will be made with no nonrecurring charges applying to the customer. In addition, no termination liability charges are applicable to such changes. The service effective date associated with the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. New recurring rates appropriate for the new BellSouth ADSL Service at the new data rate as specified in 28.2.10 or for the new BellSouth Session Based DSL Service as specified in 28.3.9 will apply.

(C)
(C)
(C)
(C)

(D) Service Rearrangement Changes

A Service Rearrangement Change is a routing change to an existing (installed) service which does not result in a change in physical location of the point of termination at the customer's designated end-user premises location.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(D) Service Rearrangement Changes (Cont'd) (T)

(1) The Service Rearrangement Charge specified in 28.2.10(D)(1)(a) following is applicable on a per Connection rearranged basis for customer requests to redirect a Connection from one BellSouth XAATMS or MSATMS port to a different BellSouth XAATMS or MSATMS port, where both ports are on the same switch and both ports are utilized in terminating transport facilities for BellSouth ADSL service without End-User Aggregation. (T) (C)

(2) The Service Rearrangement Charge specified in 28.2.10(D)(1)(b) following is applicable per Connection rearranged basis for customer requests to change the number of Destinations and/or Sessions from the number of Destinations and/or Sessions previously specified by the customer. (T)

(3) The Service Rearrangement Charges specified in 28.2.10(D)(1)(c) following are applicable on a per Connection and/or VC rearranged basis for customer rearrangement requests to redirect a BellSouth ADSL service Connection and/or VC from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM termination or End-User Aggregation (EUA). A dedicated transport service connecting the designated customer location and both the customer-designated BellSouth XAATMS/MSATMS and EUA locations must be established prior to submitting a request for rearrangement. When rearrangement to/from EUA is specified, rearrangement of Connections and/or VCs will be limited to those designated as having single destinations and sessions. (T)

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TARIFF F.C.C. NO. 1
2ND REVISED PAGE 28-30
CANCELS 1ST REVISED PAGE 28-30
EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

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TARIFF F.C.C. NO. 1
4TH REVISED PAGE 28-31
CANCELS 3RD REVISED PAGE 28-31
EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

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(E) Transfer of Responsibility

When a change in billing data (e.g., name, address, contact name) is requested in association with a change in the customer of record, Transfer of Responsibility charges will apply as specified in 28.1.9(D) preceding. Charges are applied on a per Connection basis.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(F) Move Charge

(T)

A move charge applies for each BellSouth ADSL service Connection moved to an end-user's new premises as designated by the customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of BellSouth ADSL service.

If BellSouth ADSL service is available at the end-user's new premises as designated by the customer, no Termination Liability Charge is applicable when the service orders to install a BellSouth ADSL service Connection at the end-user's new premises and disconnect a BellSouth ADSL service Connection at the end-user's old premises are for the same end-user, both orders are related together and there is no lapse in billing between installation and disconnection of a BellSouth ADSL service Connection.

If BellSouth ADSL service is not available at the end-user's new premises as designated by the customer, the move request will be treated as a discontinuance of service at the old premises and the customer will remain responsible for satisfying minimum period obligations. If appropriate, a Termination Liability Charge as specified in (5) following will apply.

(G) Termination Liability Charge

(T)

A Termination Liability Charge (TLC) is applicable for Connections at data rates specified in 28.2.1(C)(1) through (9), on a per end-user basis, that are disconnected prior to completion of the appropriate minimum service period as specified in 7.4.4 preceding.

(1) The TLC for Connection data rates specified in 28.2.1(C)(1), (2), (8) and (9) is:

(T)

<u>Tariff Reference</u>	<u>VC Data Rate</u>	<u>Charge</u>
28.2.1(C)(1)	256 Kbps x 1.5 Mbps	\$ 50.00
28.2.1(C)(2)	512 Kbps x 768 Kbps	\$200.00
28.2.1(C)(8)	128 Kbps x 256 Kbps	\$ 50.00
28.2.1(C)(9)	384 Kbps x 3.0 Mbps	\$100.00

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge (Cont'd) (N)

- (2) For Connections at data rates specified in 28.2.1(C)(3) through (7) that are provided on a month-to-month basis and have a customer-designated commitment of 12 months or less, but are disconnected prior to completion of the minimum service period specified in 28.2.5 preceding, the TLC is equal to the number of minimum service period months, less the number of months completed service, multiplied by the appropriate Connection monthly rate for the data rate option to which the customer subscribed. This TLC will not exceed the monthly rate for the option to which the customer subscribed, multiplied by the minimum service period months as specified in 28.2.5. (T)

- (3) The TLC for Connections at data rates specified in 28.2.1(C)(3) through (7) having a customer-selected commitment period greater than 12 months, but disconnected prior to completion of the commitment and prior to completion of 13 months service, is equal to: (T)

Minimum Downstream Data Rate	Commitment Period	
	From 13 To 24 Months	25 Months Or More
1.5 Mbps	\$200.00	\$ 400.00
2.0 Mbps	\$500.00	\$1000.00
4.0 Mbps	\$500.00	\$1000.00
384 Kbps	\$200.00	\$ 400.00
192 Kbps	\$200.00	\$ 400.00

- (4) The TLC for Connections at data rates specified in 28.2.1(C)(3) through (7) having a customer-selected commitment period greater than 24 months, but disconnected prior to completion of the commitment, prior to completion of 25 months service and subsequent to completion of 13 months service, is equal to: (T)

Minimum Downstream Data Rate	Commitment Period
	25 Months Or More
1.5 Mbps	\$200.00
2.0 Mbps	\$500.00
4.0 Mbps	\$500.00
384 Kbps	\$200.00
192 Kbps	\$200.00

EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge (Cont'd)

(5) Termination Liability Charge (TLC) does not apply if:

- (a) A customer cannot synchronize its terminal equipment with BellSouth ADSL service equipment;
- (b) A customer disconnects a Connection from an arrangement provisioned as either XAATMS/MSATMS or End-User Aggregation for the purpose of rearranging the Connection to either XAATMS/MSATMS or End-User Aggregation, with no lapse in billing.
- (c) A BellSouth ADSL service Connection is disconnected prior to completion of the appropriate minimum service period as a result of a customer requested change to a different data rate combination. In addition, the service effective date associated with the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. However, new recurring rates appropriate for the new data rate as specified in 28.2.10 following will apply.
- (d) A customer moves between 28.2.1(C)(6)(a) and 28.2.1(C)(6)(b).
- (6) A Termination Liability Charge for facilities utilized in the transport of only BellSouth ADSL service Connection will not be applicable if the customer terminates or disconnects the transport service prior to fulfilling the customer-specified commitment period associated with the transport service as a result of the rearrangement of all Connections overlaying that transport service to another BellSouth ADSL service transport configuration.
- (7) No Termination Liability Charge will be applicable for disconnection prior to fulfilling the customer-specified commitment period of facilities utilized in the transport of only BellSouth ADSL service Connection not associated with End-User Aggregation (EUA). (N)
(N)
(N)
(N)

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge (Cont'd)

- (8) A customer request to discontinue a BellSouth ADSL service, End-User Aggregation arrangement will result in disconnection of service for all end-users served by that arrangement. Disconnection of a BellSouth ADSL service, End-User Aggregation arrangement will also result in application of any applicable termination charges for all associated elements of the customer's affected BellSouth ADSL service. (T)

(H) Per Connection Testing Capability

Per Connection Testing Capability is provided at no additional nonrecurring charge whether requested coincident with the initial request for BellSouth ADSL service, End-User Aggregation, or subsequent to the initial request.

(I) Maintenance of Service

The customer will be responsible for payment of a Maintenance of Service charge as specified in 13.3.1(E) when a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities.

(J) Recurring Rates

Recurring rates are recurring charges that apply each month, or fraction thereof, that a service is provided. For billing purposes, each month is considered to have 30 days.

- (1) A monthly recurring rate will be billed to the customer for each BellSouth ADSL service Connection and VC established to an end-user premises. The monthly rate for data rate options specified in 28.2.1(C)(1), (2), (8) and (9) preceding will be as specified in 28.2.10(A) following. The monthly rate for data rate options specified in 28.2.1(C)(3) through (7) will be determined by the commitment period designated by the customer beginning with establishment of the customer account.
- (2) In addition to month-to-month (MTM) rates, customer-selected commitment periods of from 13 to 24 months, and 25 months or greater, are available for data rate options specified in 28.2.1(C)(3) through (7) preceding. When the customer requests these data rate options, the customer must designate to the Telephone Company the commitment and optional commitment period desired, e.g. a commitment of 20 months and a 13 to 24 month commitment period.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(J) Recurring Rates (Cont'd)

(N)

(2) (Cont'd)

(N)

Rates stabilized under customer-selected commitment periods of from 13 to 24 months, and 25 months or greater, are exempt from Telephone Company-initiated increases. However, decreases will flow through to the customer. In the event that a Connection and/or VC is disconnected at customer request prior to completion of a customer-selected commitment period in excess of 12 months, the customer will be required to pay a termination charge. The customer-designated commitment and commitment period may not be reduced, however, renewals of the existing Connections and/or VC and data rate, at the same end-user premises are allowed at rates and terms and conditions appropriate for new service. The Connection and/or VC nonrecurring charges are not applicable for the renewed services.

Subsequent to the establishment of a customer-selected commitment period longer than 12 months, and prior to completion of that period, the existing commitment and commitment period may be replaced by a currently offered commitment and commitment period having a length equal to or longer than the time remaining in the existing arrangement. The appropriate rates will be as if for new service. Nonrecurring charges will not be re-applied for these renewals, and no credit will be provided for payments made during the formerly selected period. Changes to a commitment or commitment period with a length shorter than the existing arrangement will result in application of termination liability charges. Recognition of previous service will not be a factor in determination of rates appropriate for a renewed arrangement.

- (3) A monthly recurring rate will be billed to the customer for each BellSouth ADSL service VC in a MVC arrangement. The monthly rate for BellSouth ADSL service VCs in a MVC arrangement will be as specified in 28.2.10(F) preceding and are in addition to rates specified in 28.2.10(B) and (C) following.
- (4) A monthly recurring rate will be billed to the customer for each BellSouth ADSL service, End-User Aggregation arrangement, on a per transport capacity basis. With the exception of per Connection and/or VC Testing Capability, a monthly recurring rate for Destinations and Sessions Per Line is applicable on a per end-user basis. Per Connection and/or VC Testing Capability is provided at no charge.

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 28-36.1
CANCELS ORIGINAL PAGE 28-36.1
EFFECTIVE: MARCH 26, 2004

ACCESS SERVICE
28 – Digital Subscriber Line Service (Cont'd)

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(x) Issued to become effective on March 26, 2004 under the authority of Special
Permission No. 04-021.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(K) When A Credit Allowance Applies

(T)

For Residential VCs no credit shall be allowed for an interruption of less than 30 minutes. However, the customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly recurring rate for the VC for each period of 30 minutes or major fraction thereof that the interruption continues. This credit is not automatic and occurs only at the Customer's request.

- (1) Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided.

(N)
(N)

- (2) A credit allowance will not apply for service outages under conditions specified in 2.4.4(C) preceding and/or during periods of preventative maintenance/software upgrade activities.

(N)
(N)
(N)

(L) Minimum Quantities

(T)

The minimum quantity of BellSouth ADSL service Connections specified in 28.2.1(C)(1), (2), (8) and (9) is 25 less the quantity of BellSouth ADSL service Connections in service specified in 28.2.1(C)(3) through (7) and the quantity of BellSouth Enterprise DSL Service Connections in service specified in 28.1.1 (A)(1)(a) through (d). The minimum quantity of BellSouth ADSL service VCs specified in 28.2.1(C)(3) through (7) is 1.

- (1) For customer-selected Connection data rates specified in 28.2.1(C)(1), (2), (8) and (9), customers will be allowed an initial period of 90 days beginning with establishment of the first billing account, to attain a combined quantity of Connections at data rates specified in 28.2.1(C)(1) through (9) preceding and 28.1.9(A)(1)(a) through (d) preceding that is equal to or greater than the minimum number of Connections as specified above on billing accounts across the region. During this initial 90-day period, customers will be billed an amount equal to the number of Connections on their billing accounts across the region multiplied by the appropriate Connection monthly recurring rate.

Upon completion of the 90-day period, a monthly review will be conducted of quantities of Connections specified in 28.2.1(C)(1) through (9) preceding and 28.1.9(A)(1)(a) through (d) preceding that are associated with each customer's billing accounts across the region. Each month, a customer account not meeting the minimum

(M)

Certain material previously appearing on this page now appears on 1st Revised Page 28-38.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(L) Minimum Quantities (Cont'd)

(1) (Cont'd)

quantity of Connections specified above will be charged an amount equal to the difference between the minimum quantity of Connections as specified in above and the customer's combined quantity of Connections at data rates specified in 28.2.1(C)(1) through (9) and 28.1.9(A)(1)(a) through (d) preceding, multiplied by the rate specified in 28.2.10(A)(1)(a) following. This charge is in addition to the normal monthly rates equal to the number of Connections actually attained on their billing accounts across the region, multiplied by the appropriate Connection monthly recurring rate.

(2) While the number of Destinations and Sessions Per Line may be changed upon customer request, the minimum number of Destinations and Sessions Per Line, on a per end-user basis, is one Destination and one Session Per Line. The charge for changing Destinations and Sessions Per Line is specified in 28.2.10(D)(1)(b) following.

(3) While the number of BellSouth ADSL service VCs associated with a MVC arrangement may be changed upon customer request, the minimum number of BellSouth ADSL service VCs in a MVC arrangement, on a per end-user basis, is two. The charge for rearranging or redirecting an existing BellSouth ADSL service VC associated with a MVC arrangement is specified in 28.2.10(D)(1)(b) following.

Certain material now appearing on this page previously appeared on 3rd Revised Page 28-37.

EFFECTIVE: JULY 1, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.9 Promotions

(A) BellSouth DSL "Connect for Less – Phase II"

(C)(x)

(1) Description

During the promotion period beginning April 30, 2005 and continuing through December 31, 2005, when a customer orders BellSouth Session Based DSL 1.5Mbps x 256Kbps as detailed in 28.3.9(A)(1)(a), either as a new service or as an upgrade from existing BellSouth ADSL Service provided at a lower speed, a service credit of six dollars (\$6.00) will be applied to the customer's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. During the promotion period, when a customer orders BellSouth ADSL Service 3.0Mbps x 384Kbps as detailed in 28.2.10(A)(4), either as new service or as an upgrade from existing BellSouth ADSL Service provided at a lower speed, a service credit of ten dollars (\$10.00) will be applied to the customer's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. All nonrecurring charges shall be billed at the normal rate and all minimum purchase and length of service requirements still apply.

(2) General Regulations

- (a) This tariff provides a Special Promotion for BellSouth Digital Subscriber Line Service and is valid during the period beginning April 30, 2005 and continuing through December 31, 2005.
- (b) The rates and charges for BellSouth Session Based DSL Service are as set forth in 28.3.9 of this Tariff and the rates for BellSouth ADSL Service are set forth in 28.2.10 of this Tariff. The Company reserves the right to change the rates and charges for these services.
- (c) Customers will receive service credits as described in 28.2.9(C)(1) preceding. Service credits will appear on the customer's invoice within three billing cycles following installation.
- (d) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

(x) Material now appearing on this page previously appeared on 1st Revised Page 28-39.3 and replaces expired promotion material previously appearing on this page.

EFFECTIVE: JULY 1, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.9 Promotions (Cont'd)

(B) BellSouth DSL "Rev Up for Savings"

(C)(x)

(1) Description

A customer may receive billing credit for a portion of the non-recurring charges associated with new BellSouth ADSL Service and BellSouth Session Based DSL Service Virtual Circuits (VCs) ordered during the "Rev Up for Savings" promotion period beginning July 1, 2005 and continuing through December 31, 2005.

At the end of each promotional month, a customer will qualify for a one-time credit as detailed in the matrix following for each additional VC ordered based on the number of orders completed during the promotional month. The non-recurring credits will only apply against BellSouth ADSL Service and BellSouth Session Based DSL Service VCs.

Customers ordering BellSouth ADSL and/or BellSouth Session Based Virtual Circuits between July 1, 2005 and December 31, 2005 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 28.2.10(A) through (C) or 28.3.9(A) as follows:

Number of Orders Completed During Promotion Month	% of Non-Recurring Charge Applied as One Time Credit to each additional VC Ordered
1 to 10	25%
11 to 25	50%
26 to 40	75%
41 or more	100%

The credit for each customer will be determined at the end of each promotion month. Virtual Circuits purchased from Section 23.5.2.21 will also count towards the total additional VC orders to determine the credit level.

(2) General Regulations

- (a) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning July 1, 2005 and ending December 31, 2005.
- (b) The rates and charges for BellSouth ADSL Service are set forth in 28.2.10 following and for BellSouth Session Based DSL Service in Section 28.3.9 of this Tariff. The Company reserves the right to change the rates and charges for these services.

(x) Material now appearing on this page is new and replaces expired promotion material previously appearing on this page.

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ISSUED: JUNE 16, 2005

TARIFF F.C.C. NO. 1
2ND REVISED PAGE 28-39.2
CANCELS 1ST REVISED PAGE 28-39.2
EFFECTIVE: JULY 1, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.9 Promotions (Cont'd)

(B) BellSouth DSL "Rev Up for Savings" (Cont'd) (C)(x)

(2) General Regulations

- (a) Customers will receive credits as described in 28.2.9(1)(B) preceding. Credits will appear on the Customer's invoice within two billing cycles following installation.
- (b) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

(x) Material now appearing on this page is new and replaces expired promotion material previously appearing on this page.

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EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)¹

(N)

28.2.9 Promotions (Cont'd)

(C) BellSouth DSL "EUA Conversion"

(1) Description

When an NSP orders new DS1 or DS3 facilities (upgrades excluded) for use to transport to a BellSouth DSL End User Aggregation (EUA) port their DSL service that is currently routed to an NSP's BellSouth ATM port over BellSouth DS1 or DS3 facilities, nonrecurring charges and one (1) month's recurring charges for such new DS1 or DS3 facilities shall be credited to the NSP's account and will appear on the NSP's invoice within three billing cycles following installation. In addition, Termination Liability Charges (TLCs) for disconnection of NSP's existing DS1 or DS3 facilities used to transport the NSP's DSL service to their existing ATM port and for disconnection of that ATM port shall not apply when disconnection is requested in conjunction with DSL service converted to from ATM to EUA.

(2) General Regulations

- (a) This Special Promotion applies only to NSPs who are transporting their DSL service over BellSouth DS1 or DS3 facilities to a BellSouth ATM port and who have had those facilities and ports in place for their DSL service since November 15, 2005 or prior to that date.
- (b) The number of new DS1 or DS3 facilities ordered for use to transport NSP DSL to an EUA port for which nonrecurring and one (1) month's recurring charges can be credited shall be the same as the number of DS1 or DS3 facilities used to transport the NSP's DSL service to an ATM port which are being disconnected to accommodate conversion of NSP's DSL from ATM to EUA.
- (c) NSP must place DS1 or DS3 orders under either the Area Commitment Plan (ACP), the Channel Services Payment Plan (CSPP) or the Transport Payment Plan (TPP) during the period beginning February 1, 2006 and continuing through May 15, 2006.
- (d) NSP must retain BellSouth services ordered under this Promotion for a minimum service period of 12 months. Services ordered under this Promotion that are disconnected prior to reaching the 12 month minimum service period will result in BellSouth billing back to the NSP all Promotional discounts, in addition to any relevant termination liability charges associated with the services disconnected.

¹ All material on this page is new.

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ISSUED: AUGUST 15, 2005

TARIFF F.C.C. NO. 1
12TH REVISED PAGE 28-40
CANCELS 11TH REVISED PAGE 28-40
EFFECTIVE: AUGUST 22, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges

(A) Low Speed, Asymmetric Virtual Circuits, each Virtual Circuit

	<u>Downstream</u> <u>Data Rate Range</u>		<u>Upstream</u> <u>Data Rate Range</u>	<u>Nonrecurring</u> <u>Charge</u>	<u>Monthly</u> <u>Rate</u>	<u>USOC</u>
(1)	Up to 1.5 Mbps	x	Up to 256 Kbps	\$60.00	\$33.00	ADF11
(2)	At Least 768 Kbps	x	At least 512 Kbps	\$150.00	\$85.00	ADF61
(3)	At least 256 Kbps This service is only available as End-User Aggregation and must be ordered in conjunction with either 28.2.10(E)(3)(a) or 28.2.10(E)(3)(c).	x	Up to 128 Kbps	\$40.00	\$18.40 (R)	ADF01
(4)	Up to 3.0 Mbps This service is only available as End-User Aggregation and must be ordered in conjunction with one of the EUA options detailed in 28.2.10(E)(3).	x	Up to 384 Kbps	\$40.00	\$31.40 (R)	ADF91

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 ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
 3RD REVISED PAGE 28-41
 CANCELS 2ND REVISED PAGE 28-41
 EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges (Cont'd)

(B) High Speed Asymmetric Virtual Circuits, per Virtual Circuit

	Downstream Data Rate <u>Range</u>		Upstream Data Rate <u>Range</u>	Nonre- curring <u>Charge</u>	Monthly <u>Rate</u>	13-24 Month <u>Rate</u>	25+ Month <u>Rate</u>	<u>USOC</u>	
(1)	1.5 to 1.8 Mbps	x	512 to 768 Kbps	\$150.00	\$115.00	\$95.00	\$80.00	ADF31	(T)
(2)	2.0 to 4.0 Mbps	x	640 to 896 Kbps	\$150.00	\$250.00	\$225.00	\$200.00	ADF41	
(3)	4.0 to 6.0 Mbps	x	640 to 896 Kbps	\$150.00	\$325.00	\$290.00	\$260.00	ADF51	

(C) Symmetric Virtual Circuits, per Virtual Circuit

	Downstream Data Rate <u>At Least</u>		Upstream Data Rate <u>At Least</u>	Nonre- curring <u>Charge</u>	Monthly <u>Rate</u>	13-24 Month <u>Rate</u>	25+ Month <u>Rate</u>	<u>USOC</u>	
(1)	192 Kbps	x	192 Kbps	\$100.00	\$60.00	\$50.00	\$40.00	ADF71	
(2)	384 Kbps (UBR)	x	384 Kbps (UBR)	\$150.00	\$80.00	\$70.00	\$60.00	ADF21	
(3)	384 Kbps (CBR)	x	384 Kbps (CBR)	\$150.00	\$95.00	\$80.00	\$70.00	ADF22	

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 ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
 3RD REVISED PAGE 28-42
 CANCELS 2ND REVISED PAGE 28-42
 EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges (Cont'd)

(D) Miscellaneous Charges

(1) Service Rearrangement Charge, Per VC

	Nonrecurring <u>Charge</u>	<u>USOC</u>	
(a) Each VC redirected to a different XAATMS Port or change in domain group name	\$0.00	ADR	(R)
(b) Per changed number of VC Destinations or Sessions capability, or rearranging or redirecting a VC associated with a MVC arrangement	\$0.00	ADRPC	(R)
(c) VC Configuration Rearrangement			
- Per VC, single SRF	\$0.00	AD RCC	(R)
- Per VC, multiple SRF	\$0.00	AD RCC	(R) (C) (D)

(E) End-User Aggregation

(1) Arrangement Capacities – Dedicated Connection to an EUA Switch

	<u>Transport Capacity</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	<u>USOC</u>
(a)	Per 1.536 Mbps	\$600.00	\$ 250.00	ADFA1
(b)	Per 44.210 Mbps	\$600.00	\$1,000.00	ADFA4
(c)	Per 149.760 Mbps	\$600.00	\$1,800.00	ADFA5
(d)	Per 599.040 Mbps	\$600.00	\$4,500.00	ADFA9

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 ISSUED: JULY 22, 2004

TARIFF F.C.C. NO. 1
 4TH REVISED PAGE 28-43
 CANCELS 3RD REVISED PAGE 28-43
 EFFECTIVE: AUGUST 6, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges (Cont'd)

(E) End-User Aggregation (Cont'd)

(2) EUA Activation Charge over an existing ATM (T)

Each item below must be ordered and used in conjunction with a new or existing BellSouth ATM service from Sections 21.3.10(A)(1), 21.5.10(A)(1) or 21.5.10(B)(1) of this tariff which has the same speed.

	<u>Transport Capacity</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(T)
(a)	Per 1.536 Mbps	\$600.00	\$ 150.00	ADFAA	(T)
(b)	Per 44.210 Mbps	\$600.00	\$ 650.00	ADFAB	(T)
(c)	Per 149.760 Mbps	\$600.00	\$1,200.00	ADFAC	(T)
(d)	Per 599.040 Mbps	\$600.00	\$3,200.00	ADFAD	(T)

(3) Destinations and Sessions for 28.2.1(C)(1), (8) and (9)

	<u>Destinations</u>	<u>Sessions Per Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
(a)	1	1	-	\$0.60	ADFSA
(b)	1	2	-	\$3.50	ADFSB
(c)	2	1	-	\$3.50	ADFSC
(d)	2	2	-	\$6.50	ADFSD
(e)	3	1	-	\$6.50	ADFSE
(f)	3	2	-	\$9.50	ADFSF

(4) Destinations and Sessions for 28.2.1(C)(2) through (7)

	<u>Destinations</u>	<u>Sessions Per Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
(a)	1	1	-	\$3.00	ADFSG
(b)	1	2	-	\$8.00	ADFSH
(c)	2	1	-	\$13.00	ADF SJ
(d)	2	2	-	\$18.00	ADF SK
(e)	3	1	-	\$23.00	ADF SL
(f)	3	2	-	\$28.00	ADF SM

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ISSUED: JULY 22, 2004

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 28-43.1
CANCELS ORIGINAL PAGE 28-43.1

EFFECTIVE: AUGUST 6, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges (Cont'd)

(F) Multiple Virtual Circuit Arrangements

(T)

		Initial Order Nonrecurring Charge		Subsequent Order Nonrecurring Charge		Monthly Rate	USOC
		<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>		
(a)	First VC	\$0.00	NA	NA	NA	\$0.00	-
(b)	Second VC	NA	\$10.00	\$10.00	NA	\$15.00	ADFC2
(c)	Third VC	NA	\$10.00	\$10.00	\$10.00	\$12.00	ADFC3
(d)	Fourth VC	NA	\$10.00	\$10.00	\$10.00	\$10.00	ADFC4

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services

28.3 BellSouth Session Based DSL Service

28.3.1 General

- (A) BellSouth Session Based DSL service is made available to Network Service Providers for provision of high speed data service to their customers, and provides subject to the terms and conditions set forth herein, for the establishment of a point-to-point Connection and Virtual Circuit (VC) between two customer designated locations. BellSouth Session Based DSL service is primarily intended to provide a Connection and VC between an end-user premises location designated by Network Service Providers (NSP), including Internet/Intranet Service providers (ISP), Competitive Local Exchange Companies (CLEC), etc., hereinafter referred to as customer, and the customer's location. The design, maintenance, and operation of BellSouth Session Based DSL service contemplates end-to end communication consisting of combinations of overlay services such as in-service, Telephone Company-provided, compatible end-user premises exchange line facility and other appropriate transport facilities. BellSouth Session Based DSL service allows the Network Service Provider to purchase individual sessions. BellSouth Session Based DSL service can only be configured as End-User Aggregation.

BellSouth reserves the right to measure, monitor and limit usage of these services to ensure a quality service and identify and restrict excessive use.

The designated end-user premises location must be served by an existing, in service, Telephone Company provided exchange line facility. An in-service exchange line facility, as referred to in association with BellSouth Session Based DSL service, must be provided in connection with a BellSouth retail local exchange service and is the serving Central Office line equipment and all the plant facilities up to and including the Telephone Company-provided Network Interface Device (NID).

The regulations, rates and charges specified in this tariff for BellSouth Session Based DSL service are in addition to applicable regulations, rates and charges specified in this and/or other Tariffs of the Telephone Company, but do not include any regulations, rates or charges which may be applied or charged to the end-user by the customer.

- (B) Both the end-user and the customer-designated premises must be in the same Local Access and Transport Area (LATA). BellSouth Session Based DSL service utilizes the facilities used by these services in order to establish a VC between the customer-designated location and the customer-specified end-user premises location. BellSouth Session Based DSL service, End-User Aggregation, does not overlay BellSouth XAATMS or MSATMS.
- (C) BellSouth Session Based DSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth Session Based DSL service Central Office availability will be as listed in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.1 General (Cont'd)

- (D) BellSouth Session Based DSL service is available as specified following.

	Downstream		Upstream	
	Minimum	Maximum	Minimum	Maximum
(1)	N/A	1.5 Kbps	N/A	256 Kbps

- (E) Provision of a BellSouth Session Based DSL service Connection also requires provision of an associated VC between an end-user premises location designated by customer and customer's location. VC data rate must be less than or equal to the Connection data rate.

Connection speed, or "synchronization rate," is measured by the Telephone Company between an "DSL Transceiver Unit – Remote (ATU-R)," located at the Network Interface Device (NID) at the end-user premises and an "DSL Transceiver Unit – Central Office (ATU-C)," located in the Telephone Company's network. The Telephone Company may utilize any available spectrum on the same exchange line facility not necessary to provide the customer's BellSouth Session Based DSL service. Actual data rate achieved may be affected by loop length and other factors. The data rate provided by BellSouth may exceed the minimum data rates in order that the achieved minimum data rate will equal or exceed the minimum data rate specified. The movement of data in a direction away from the end-user premises, toward its normal Serving Wire Center (SWC), is in the upstream direction. The movement of data in a direction toward the end-user premises from its normal SWC is in the downstream direction.

- (F) Multipoint service is not available.

- (G) BellSouth Session Based DSL service VCs, are non-designed and the customer may not request a design change.

- (H) BellSouth Session Based DSL Service, End-User Aggregation

(1) End-User Aggregation

End-User Aggregation enables delivery of a greater density of data sessions to a customer via fewer Private Virtual Circuits (PVC), resulting in a more favorable Sessions-To-PVC ratio as compared to BellSouth Session Based DSL service without End-User Aggregation. A comparison of PVC session capacity for BellSouth Session Based DSL service transport facilities is available in Technical Reference TR-73612.

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.1 General (Cont'd)

(N)

(H) BellSouth Session Based DSL Service, End-User Aggregation (Cont'd)

(N)

(1) End-User Aggregation (Cont'd)

(N)

End-User Aggregation is available for session-management of BellSouth Session Based DSL service VCs specified in 28.3.1(D)(1). Transport facilities for BellSouth Session Based DSL service End-User Aggregation must be dedicated to the transport of BellSouth Session Based DSL service VCs and cannot be utilized for transport of non-End-User Aggregation VCs.

(N)

(N)

(N)

(N)

BellSouth Session Based DSL service, End-User Aggregation will be available to NSPs and their end-user customers in the Telephone Company Central Offices specified in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

(N)

(N)

(N)

(N)

(2) Destinations

(N)

Destinations refer to the ability of end-user access to single, or multiple, NSP Domain Groups. The customer is responsible for authenticating any end-user access(es) into its network. Refer to TR73612 for the use, specifications and limits associated with each of the items described below.

(N)

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Domain Group (DG) identifies a single or group of Domain Name(s) or Realms that are routed to the same point, or points, of egress from the BellSouth Session Based DSL service, End-User Aggregation network, within a LATA. The name associated with this group is a Domain Group Name (DGN). Egress points are associated with EUA, Arrangement Capacities.

(N)

(N)

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Domain Name (DN) is a unique name associated with one customer. Domain Names always have two or more parts, separated by dots. A DN may appear in only one Domain Group List.

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Realm is a unique name associated with one customer. Realm names are similar in function to DNs, but always have one part, without separation.

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Domain Group List is a group of unique Domain Names or Realms within a Domain Group that a customer-designated end-user may access. One or more DGLs comprise a DG.

(N)

(N)

(N)

(N)

EFFECTIVE: AUGUST 6, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.1 General (Cont'd)

(H) BellSouth Session Based DSL Service, End-User Aggregation (Cont'd)

(2) Destinations (Cont'd)

The BellSouth Session Based DSL service, End-User Aggregation network utilizes a load-managing architecture such that each data exchange between the end-user and the customer may exit the BellSouth Session Based DSL service, End-User Aggregation network at one of potentially multiple customer-designated locations. The customer of BellSouth Session Based DSL service, End-User Aggregation may request Per Connection Testing Capability. Per Connection Testing Capability allows access to an additional Destination for use as a trouble isolation tool for NSPs. Refer to TR73612 for the use, specification and limits associated with the Per Connection Testing Capability.

- BellSouth Session Based DSL service, End-User Aggregation customers may take advantage of this capability by requesting per VC Testing Capability through procedures associated with requests for new BellSouth Session Based DSL service, End-User Aggregation
- No test capability will be provided in a LATA where the NSP does not subscribe to BellSouth Session Based DSL service, End-User Aggregation.

Routing of the Per Connection Testing Capability through the BellSouth Session Based DSL service, End-User Aggregation network, will be as determined by the Telephone Company.

BellSouth Session Based DSL service is limited to one session per destination.

(T)

(3) Sessions Per Line

Sessions Per Line refers to the ability of an end-user to initiate multiple sessions via a single BellSouth Session Based DSL service VC. A "Session," as referred to in association with Sessions Per Line, is an active connection between an end-user and an NSP.

Destinations and Sessions are only available in conjunction with End-User Aggregation.

- (I) In order to maintain the quality of BellSouth Session Based DSL service, BellSouth reserves the right to perform preventative maintenance and software updates to its network. Although BellSouth only anticipates maintenance activity to occur, on average, once per quarter, BellSouth reserves the right to perform maintenance activities when BellSouth deems necessary.

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.1 General (Cont'd)

- (J) A BellSouth Session Based DSL service customer may request BellSouth Session Based DSL service be provisioned to a designated end-user premises for purposes of demonstration, for a period not to exceed 5 calendar days. Demonstration requests will be accommodated no more frequently than once in thirty calendar days per designated end-user premises. The appropriate Connection and/or Virtual Circuit nonrecurring charge specified in 28.3.9(A) will apply.

If notified by the customer prior to expiration of the five day demonstration period that the Telephone Company should not disconnect the designated end-user premises, normal monthly billing will commence on the date that notification is received and additional nonrecurring charges are not applicable. If the five day period has expired, service ordered at that same customer-designated premises will be as for new service and the terms and conditions and appropriate rates and charges applicable for new service will apply.

28.3.2 Technical Specifications Package

Service specifications for BellSouth Session Based DSL service are contained in Technical Reference TR-73612.

28.3.3 Acceptance Testing

Acceptance tests are not performed for BellSouth Session Based DSL service.

28.3.4 Ordering Options and Conditions

- (A) The Access Order, as set forth in Section 5 of this Tariff, is used in the provisioning of BellSouth Session Based DSL Service. Also included in Section 5 of this Tariff are other charges that may be associated with ordering BellSouth DSL service (e.g., Service Date Change Charge, Service Date Change – Additional Dispatch Charge, etc.)
- (B) Special Facilities Routing is not available with BellSouth Session Based DSL Service.
- (C) A Design Layout Report is not available with BellSouth Session Based DSL Service. BellSouth Session Based DSL service VCs, are non-designed and the customer may not request a design change.
- (D) Customer requests for Administrative changes, Data Rate Combination (Speed) changes and changes to/from Session Based DSL and for Service Rearrangement changes as discussed in 28.3.8(B), (C) and (D) following must be placed via electronic order. Customers can access the electronic ordering system with an appropriate logon and password at internet URL address <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com>.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.4 Ordering Options and Conditions (Cont'd)

- (E) The NSP must submit their request(s) for Administrative Changes, Service (C)
Rearrangement Changes and for Changes to/from ADSL to/from Session Based (C)
DSL utilizing one of the following methods: (C)

- (1) Single Service Request Form (SRF) via electronic order (T)

Using this method, an NSP may request rearrangement of Connections (T)
and/or VCs from/to a BellSouth Session Based DSL service arrangement
provisioned as either an XAATMS/MSATM or EUA arrangement.

- (2) Multiple SRF via electronic order (T)

Using this method, an NSP may request rearrangement of Connections (C)
and/or VCs from/to a BellSouth Session Based DSL service arrangement (C)
provisioned as either an XAATMS/MSATM or EUA arrangement. One SRF (C)
is required for each VC rearranged. (C)

Should the customer be unable to submit a SRF via either of the
above methods, a request consisting of all information required on
the SRF, thereby representing a single SRF, may be sent via email
to dsg.osc@bellsouth.com. A receipt confirmation, in the form of
an email, will be sent to the requesting customer. Any additional
contact specific to that request will be in the form of an email.

Connection and/or VC rearrangement requests will be accepted using (C)
the Single SRF or Multiple SRF methods. The customer may access the (C)
electronic order, SRF, with an appropriate logon and password at (C)
<http://DSL.bellsouth.com> or <http://DSL.bst.bellsouth.com> (C)

Completion of rearrangements of this type will be limited by the
Telephone Company's ability to process the requests by due date and
quantity. Should the Telephone Company be unable to meet the
anticipated due date for all rearrangements scheduled for a
particular date, due to resource issues or circumstances beyond its
control, due dates for future requests will be adjusted to
accommodate earlier dated request(s).

(D)
(D)
(D)
(D)

Certain material now appearing on this page previously appeared on 1st Revised
Page 28-52, Original page 52.1 and 1st Revised Page 28-53.

EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.4 Ordering Options and Conditions (Cont'd)

- (F) Single and multiple SRF requests will be accepted on a first-come, first-served, basis. First-Come, First-Served denotes a procedure followed when the first VC rearrangement request received will be the first VC rearrangement request processed. Each VC rearranged will count as one rearrangement. (T)
- (G) The day upon which the customer has provided a rearrangement request to the Company, including complete and accurate information to allow for the processing of the request, by five o'clock P.M., Eastern Time, is the Application Date. Rearrangement requests received after five o'clock P.M. Eastern Time will be processed the next business day, which will be the Application Date. The Company will provide a status of the request via the same electronic interface utilized by the customer for establishment of the BellSouth Session Based DSL service rearrangement request. The status will include the pending due date. (T)
- (H) Customer requests for rearrangement of their Connections and/or VCs to an End-User Aggregation arrangement must include the number of Destinations and Sessions. The customer must also have both an existing BellSouth Session Based DSL service arrangement requiring an XAATMS or MSATM termination and an existing BellSouth Session Based DSL service, End-User Aggregation arrangement at the time of the Connection and/or VC rearrangement request. (T)

Certain material now appearing on this page previously appeared on 1st Revised Page 28-53 and Page 28-54.

EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.5 Minimum Service Periods

The minimum service period for each BellSouth Session Based DSL service Connection at a data rate as specified in 28.3.1(D)(1) is 6 months.

28.3.6 Responsibility of the Telephone Company

- (A) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth Session Based DSL service. The Telephone Company will qualify the exchange line facility to determine the suitability of the existing, in-service facility, for BellSouth Session Based DSL service.
- (1) The Telephone Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer or end-user. Where such equipment or system is connected to Telephone Company facilities the responsibility of the Telephone Company shall be limited to furnishing BellSouth Session Based DSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for:
- (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or,
 - (b) the reception of signals by such equipment or systems, or
 - (c) damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing.
- (2) The Telephone Company shall not be responsible to the customer or end-user if changes in any Telephone Company facilities, operations, or procedures utilized in the furnishing of BellSouth Session Based DSL service render any facilities or equipment provided by a customer or end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that the Telephone Company does not hold itself in a position to warrant their availability. Should Telephone Company initiated changes occur that render the exchange line facility incapable of transporting BellSouth Session Based DSL service, the Telephone Company will not be required to continue the BellSouth Session Based DSL service, and the customer will not be liable for any Termination Liability Charges (TLC).
- (3) The Telephone Company undertakes to maintain and repair the facilities that it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

This Page has been formatted to conform with convention for this Section.

(T)

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.7 Responsibility of the Customer

- (A) When two or more customers request the Telephone Company to provide BellSouth Session Based DSL service, and designate the same end-user premises served by the same exchange line facility as a customer designated location, BellSouth Session Based DSL service will be provided to the customer that provides the Telephone Company with a written letter of authorization from the end-user selecting the customer as the end-user's service provider. The Telephone Company will honor the most current letter of authorization executed by the end-user.
- (B) The customer is responsible for installation and/or testing of customer or end-user premises equipment or facilities to ensure that when connected to BellSouth Session Based DSL service such end-user premises equipment or facilities operate properly.
 - (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.
 - (2) It shall be the responsibility of the customer and/or end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the end-user premises. The customer and/or end-user shall be responsible for any expenses incurred for required changes to customer and/or end-user equipment or facilities in order to make such equipment or facilities compatible with BellSouth Session Based DSL service.
 - (3) If requested by the Telephone Company, the customer ordering BellSouth Session Based DSL service must produce a letter of authorization from an end-user requesting that the customer obtain a high speed data connection to the end-user's premises using BellSouth Session Based DSL service provided by the Telephone Company.

28.3.8 Rate Regulations

Monthly rates and nonrecurring charges apply as specified following for providing BellSouth Session Based DSL service to the customer, but do not reflect any applicable rates or charges associated with other services utilized in the provision of the requested service to customers of a NSP.

Month-to-month terms are available for the BellSouth Session Based DSL service Connections and VCs specified in 28.3.1(D)(1).

The BellSouth Session Based DSL service specified in 28.3.1(D)(1) is only available as End-User Aggregation. This service cannot be provisioned as BellSouth XAATMS or MSATMS. The number of Destinations and Sessions Per Line for 28.3.1(D)(1) are limited to 28.2.10(E)(3)(a). The rate specified in 28.3.9(A)(1)(a) must be ordered in conjunction with 28.2.10(E)(3)(a) to obtain the BellSouth Session Based DSL service specified in 28.3.1(D)(1).

This Page has been formatted to conform with convention for this Section. (T)

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(A) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges that apply for BellSouth Session Based DSL service are associated with installation of service, moves of service, service rearrangements and termination liability.

(B) Administrative Changes

Administrative Changes, as identified below, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change, but rather the customer of record changes its name, e.g., JKL Corp. to JKL LLP),
- Change of customer's designated end-user premises address when the change of address is not a result of physical relocation of the end-user,
- Change in billing data (name, address, contact number, etc.), and
- Change in billing account name

(C) Data Rate Combination (Speed) Changes and Changes to/from ADSL to/from Session Based DSL

Changes of a customer's existing service to/from BellSouth ADSL Service at one data rate combination to/from BellSouth ADSL Service at a different data rate combination or to/from BellSouth Session Based DSL Service will be made with no nonrecurring charges applying to the customer. In addition, no termination liability charges are applicable to such changes. The service effective date associated with the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. New recurring rates appropriate for the new BellSouth ADSL Service at the new data rate combination as specified in 28.2.10 or for the new BellSouth Session Based DSL Service as specified in 28.3.9 will apply.

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(C)

(D) Service Rearrangement Changes

A Service Rearrangement Change is a routing change to an existing (installed) service which does not result in a change in physical location of the point of termination at the customer's designated end-user premises location.

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(D) Service Rearrangement Changes (Cont'd) (T)

(D)

(1) The Service Rearrangement Charge specified in 28.2.10(D)(1)(b) is applicable per Connection rearranged basis for customer requests to change the number of Destinations and/or Sessions from the number of Destinations and/or Sessions previously specified by the customer. (T)

(2) The Service Rearrangement Charges specified in 28.2.10(D)(1)(a) are applicable on a per Connection and/or VC rearranged basis for customer rearrangement requests to redirect a BellSouth Session Based DSL service Connection and/or VC from/to a BellSouth Session Based DSL service arrangement provisioned as either an XAATMS/MSATM termination or End-User Aggregation (EUA). A dedicated transport service connecting the designated customer location and both the customer-designated BellSouth XAATMS/MSATMS and EUA locations must be established prior to submitting a request for rearrangement. When rearrangement to/from EUA is specified, rearrangement of Connections and/or VCs will be limited to those designated as having single destinations and sessions. (T)

(M)

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BELLSOUTH TELECOMMUNICATIONS, INC.
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Atlanta, Georgia 30375
ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 28-52.1
CANCELS ORIGINAL PAGE 28-52.1
EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

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All BellSouth marks contained herein and as set forth in the trademarks and servicemarks
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BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
2ND REVISED PAGE 28-53
CANCELS 1ST REVISED PAGE 28-53
EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

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ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(D)

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(E) Transfer of Responsibility

(T)

When a change in billing data (e.g., name, address, contact name or telephone name) is requested in association with a change in the customer of record, Transfer of Responsibility charges will apply as specified in 28.1.9(D). Charges are applied on a per Connection basis.

(F) Move Charge

(T)

A move charge applies for each BellSouth Session Based DSL service Connection moved to an end-user's new premises as designated by the customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of BellSouth Session Based DSL service.

If BellSouth Session Based DSL service is available at the end-user's new premises as designated by the customer, no Termination Liability Charge is applicable when the service orders to install a BellSouth Session Based DSL service Connection at the end-user's new premises and disconnect a BellSouth Session Based DSL service Connection at the end-user's old premises are for the same end-user, both orders are related together and there is no lapse in billing between installation and disconnection of a BellSouth Session Based DSL service Connection.

If BellSouth Session Based DSL service is not available at the end-user's new premises as designated by the customer, the move request will be treated as a discontinuance of service at the old premises and the customer will remain responsible for satisfying minimum period obligations. If appropriate, a Termination Liability Charge will apply.

Certain material previously appearing on this page now appears on Original Page 28-48.2.

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge

A Termination Liability Charge (TLC) is applicable for Connections at data rates specified in 28.3.1(D)(1), on a per end-user basis, that are disconnected prior to completion of the appropriate minimum service period as specified in 7.4.4 preceding.

(1) The TLC for Connection data rates specified in 28.3.1(D)(1):

<u>Tariff Reference</u>	<u>VC Data Rate</u>	<u>Charge</u>
28.3.1(D)(1)	1.5 Mbps x 256 Kbps	\$ 50.00

(2) TLC does not apply if:

- (a) A customer cannot synchronize its terminal equipment with BellSouth Session Based DSL service equipment;
- (b) A customer disconnects a Connection from an arrangement provisioned as either XAATMS/MSATMS or End-User Aggregation for the purpose of rearranging the Connection to either XAATMS/MSATMS or End-User Aggregation, with no lapse in billing.
- (c) A BellSouth Session Based DSL service Connection is disconnected prior to completion of the appropriate minimum service period as a result of a customer requested change to a different data rate combination. In addition, the service effective date for the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. However, new recurring rates appropriate for the new data rate as specified in 28.3.9 following will apply. (C)
(C)
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(C)
- (3) A Termination Liability Charge for facilities utilized in the transport of only BellSouth Session Based DSL service Connection will not be applicable if the customer terminates or disconnects the transport service prior to fulfilling the customer-specified commitment period associated with the transport service as a result of the rearrangement of all Connections overlaying that transport service to another BellSouth Session Based DSL service transport configuration. (M)
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ISSUED: FEBRUARY 7, 2005

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 28-56
CANCELS 2ND REVISED PAGE 28-56

EFFECTIVE: FEBRUARY 22, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge (Cont'd)

(M)

- (4) A customer request to discontinue a BellSouth Session Based DSL service, End-User Aggregation arrangement will result in disconnection of service for all end-users served by that arrangement. Disconnection of a BellSouth Session Based DSL service, End-User Aggregation arrangement will also result in application of any applicable termination charges for all associated elements of the customer's affected BellSouth Session Based DSL service.

(H) Per Connection Testing Capability

Per Connection Testing Capability is provided at no additional nonrecurring charge whether requested coincident with the initial request for BellSouth Session Based DSL service or subsequent to the initial request.

(I) Maintenance of Service

The customer will be responsible for payment of a Maintenance of Service charge as specified in 13.3.1(E) when a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities.

Certain material previously appearing on this page now appears on 2nd Revised Page 28-55.

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(J) Recurring Rates

(T)

Recurring rates are recurring charges that apply each month, or fraction thereof, that a service is provided. For billing purposes, each month is considered to have 30 days.

- (1) A monthly recurring rate will be billed to the customer for each BellSouth Session Based DSL service Connection established to an end-user premises. The monthly rate for data rate options specified in 28.3.1(D)(1) will be as specified in 28.3.9(A)(1). The rate specified in 28.3.9(A)(1)(a) will be charged to all Network Service Providers for the initial session.
- (2) A monthly recurring rate will be billed to the customer for each BellSouth Session Based DSL service, End-User Aggregation arrangement, on a per transport capacity basis. With the exception of per VC Testing Capability, a monthly recurring rate for Destinations and Sessions Per Line is applicable on a per end-user basis. Per VC Testing Capability is provided at no charge.

(K) When A Credit Allowance Applies

(T)

For VCs, no credit shall be allowed for an interruption of less than 30 minutes. However, the customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly recurring rate for the VC for each period of 30 minutes or major fraction thereof that the interruption continues.

- (1) Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided.
- (2) A credit allowance will not apply for service outages under conditions specified in 2.4.4(C) preceding and/or during periods of preventative maintenance/software upgrade activities.

(L) Minimum Quantities

(T)

The minimum quantity of BellSouth Session Based DSL service Connections specified in 28.3.1(D)(1) is 25 less the quantity of BellSouth Session Based DSL service Connections in service specified in 28.2.1(C)(1) through (8) and the quantity of BellSouth Enterprise DSL Service Connections in service specified in 28.1.1 (A)(1)(a) through (d).

EFFECTIVE: AUGUST 22, 2005

ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(L) Minimum Quantities (Cont'd)

- (1) For customer-selected VC data rates specified in 28.3.1(D)(1), customers will be allowed an initial period of 90 days beginning with establishment of the first billing account, to attain a combined quantity of VCs at data rates specified in 28.3.1(D)(1), 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d) that is equal to or greater than the minimum number of VCs as specified above on billing accounts across the region. During this initial 90-day period, customers will be billed an amount equal to the number of VCs on their billing accounts across the region multiplied by the appropriate VC monthly recurring rate.

Upon completion of the 90-day period, a monthly review will be conducted of quantities of VCs specified in 28.3.1(D)(1), 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d) that are associated with each customer's billing accounts across the region. Each month, a customer account not meeting the minimum quantity of VCs specified above will be charged an amount equal to the difference between the minimum quantity of VCs as specified in above and the customer's combined quantity of VCs at data rates specified in 28.3.1(D)(1), 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d), multiplied by the rate specified in 28.2.10(A)(1)(a). This charge is in addition to the normal monthly rates equal to the number of VCs actually attained on their billing accounts across the region, multiplied by the appropriate VC monthly recurring rate.

- (2) While the number of Destinations and Sessions Per Line may be changed upon customer request, the minimum number of Destinations and Sessions Per Line, on a per end-user basis, is one Destination and one Session Per Line. The charge for changing Destinations and Sessions Per Line is specified in 28.2.10(D)(1)(b).

28.3.9 Rates and Charges

(A) Asymmetric Virtual Circuits, per Virtual Circuit

(1) Per Session for each NSP

	<u>Downstream</u> <u>Data Rate Range</u>	<u>Upstream</u> <u>Data Rate Range</u>	<u>Nonrecurring</u> <u>Charge</u>	<u>Monthly</u> <u>Rate</u>	<u>USOC</u>
(a)	Up to 1.5 Mbps	x Up to 256 Kbps	\$40.00	\$22.40 (R)	ADFQ1
	This service is only available as End-User Aggregation and must be ordered in conjunction with the EUA option detailed in 28.2.10(E)(3)(a).				

ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service

29.1.1 General Description

- (A) Effective July 23, 2005 BellSouth Wavelength Service will not be available for new customer orders. As of this date, new customer request for point-to-point 1.25 Gbps and 2.5 Gbps Wavelength Channels may be ordered as a part of BellSouth Wavelength Channel service, as described in 29.4 following. Existing BellSouth Wavelength Service arrangements may remain in place or they may be converted to a BellSouth Wavelength Channel service arrangement without termination liability. (N)
- (B) BellSouth Wavelength Service provides high volume optical transport in a point-to-point configuration. BellSouth Wavelength Service provides a customer with a solution that provides a transparent optical transport that supports a minimum and maximum bandwidth per optical signal. BellSouth Wavelength service is capable of transporting digital optical signals at industry standard data speeds such as 100 Mbps, 200 Mbps, 270 Mbps, 1.0625 Gbps, 1.25 Gbps and SONET speeds such as 52 Mbps, 155 Mbps, 622 Mbps and 2.5 Gbps. (T)
- (C) BellSouth Wavelength Service is available in two maximum transmission speeds: 100 Mbps to 1.25 Gbps and 52 Mbps to 2.5 Gbps. The following chart lists the interfaces available and examples of the customer generated digital optical signals that can be transported for each speed: (T)

<u>Bandwidth</u>	<u>Interface to customer (Wavelength in nm)</u>	<u>Type of Fiber</u>	<u>Example Speeds of Customer generated digital signals transported:</u>
100 Mbps to 1.25 Gbps	850 nm	Multimode; 2-fiber interface	100 Mbps, 200 Mbps, 1.0625 Gbps, 1.25 Gbps
52 Mbps to 2.5 Gbps	1310 nm, 1550 nm, Single ITU Grid (up to 1580 nm)	Single Mode; 2-fiber interface	52 Mbps, 100 Mbps, 155 Mbps, 200 Mbps, 270 Mbps, 622 Mbps, 1.0625 Gbps, 1.25 Gbps, 2.5 Gbps

- (D) It is the customer's responsibility to inform BellSouth which type of interface they require. (T)
- (E) Electrical interfaces and multiplexing functions are not available with this service. Transport of a customer-generated SONET optical signal is supported; however, SONET functionality is not supported with this service. (T)
- (F) BellSouth Wavelength Service is furnished where suitable facilities are available as determined by the Telephone Company. (T)

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd)

29.1.2 Technical Specifications

The technical specifications and customer interfaces for BellSouth Wavelength service are contained in BellSouth Technical Reference #73630.

29.1.3 Ordering Options and Conditions

(A) The Access Order, as set forth in Section 5 preceding, is used in the provisioning of BellSouth Wavelength Service. Also included in that section are other charges which may be associated with ordering BellSouth Wavelength Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(B) A Service Inquiry will be necessary to determine availability of service. A Service Inquiry is a request to the Telephone Company to determine if facilities exist to provide the requested service and to determine the service dates on which service can be provided to the customer.

29.1.4. Minimum Period

The minimum service period for BellSouth Wavelength service is four months.

29.1.5 Allowance for Interruptions

Allowance for interruptions to service will be in accordance with the provisions set forth in section 2.4.4 of this Tariff.

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.6 Regulations (N)

- (A) The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this tariff. (N)
- (B) BellSouth Wavelength Service is available at month-to-month rates with a four month minimum service period. When a service is discontinued prior to the expiration of the minimum period, all charges are applicable for the remaining portion of the minimum period. Service is also available under a Transport Payment Plan (TPP) as specified in Section 2.4.8(D) preceding. (N)
- (C) BellSouth Wavelength Service is available for use with the BellSouth Transport Savings Plan subject to the regulations provided in Section 2.4.8(E) preceding. (N)
- (D) BellSouth Wavelength Service provides transport of digital optical signals only. Analog optical signals are not supported. It is the customer's responsibility to generate the appropriate digital optical signal. (N)
- (E) BellSouth Wavelength Service will only be provided where both customer locations are within BellSouth territory. (N)

29.1.7 Rate Regulations (N)

Rates and charges are specified in 29.1.9 following for BellSouth Wavelength Service. There are two types of rates and charges – monthly rates and nonrecurring charges. (N)

(A) Monthly Rates (N)

Monthly rates are flat recurring rates that apply each month or fraction thereof that a BellSouth Wavelength service is provided. For billing purposes, each month is considered to have 30 days. (N)

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd)

29.1.7 Rate Regulations (Cont'd)

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service).
Nonrecurring charges do not apply when rate elements are ordered under TPP arrangements.

(1) Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in 5.6.(E) preceding or a change in the physical location of the point of the termination at a customer designated premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and are described and charged for as set forth in (C) following. A change which results from a transfer of service is described in (2) following.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes, as identified below, will be made without charges to the customer. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name – e.g., AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number. The customer of record does not change),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.7 Rate Regulations (Cont'd) (N)

(B) Nonrecurring Charges (Cont'd) (N)

(2) Transfer of Service (N)

When a change in billing data (e.g., name, address, contact name, (N)
or telephone number) is requested in association with a change in (N)
the customer of record, transfer of service charges, as set forth (N)
in 7.5.12 preceding will apply. Charges are applied on a Billing (N)
Account Number (BAN) and per circuit basis. (N)

(C) Moves (N)

A move involves a change in the physical location of one of the (N)
following: (N)

- The Point of Termination at the customer's premises (N)
- The customer's premises (N)

The charges for the move are dependent on whether the move is to a new (N)
location within the same building or to a different building. (N)

(1) Moves Within the Same Building (N)

When a service is moved to a new location within the same building, (N)
the charge for the move will be an amount equal to one-half of the (N)
nonrecurring charge for the service termination affected. There (N)
will be no change in the minimum period requirements. (N)

(2) Moves To a Different Building (N)

Moves to a different building (customer premises) will be treated (N)
as a discontinuance and start of service and all associated (N)
nonrecurring charges will apply. Service will not be available (N)
simultaneously at both the original and new customer locations. (N)
The customer will remain responsible for satisfying all outstanding (N)
minimum period charges for the original service locations. (N)

29.1.8 Rate Categories (N)

(A) Wavelength Channel (N)

This rate category provides a point to point optical transport from (N)
customer location A to customer location B. The Wavelength Channel is (N)
available in two bandwidths – 100 Mbps to 1.25 Gbps and 52 Mbps to 2.5 (N)
Gbps. (N)

A nonrecurring charge and monthly rate applies per Wavelength Channel. (N)

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TARIFF F.C.C. NO. 1
 ORIGINAL PAGE 29-6

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.9 Rates and Charges (N)

(A) Wavelength Channel (N)

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>USOC</u>	
(1) 100 Mbps to 1.25 Gbps	\$3,000.00	\$20,000.00	LWAC1	(N)
(2) 52 Mbps to 2.5 Gbps	3,000.00	28,000.00	LWAC2	(N)

(B) Wavelength Channel (N)

	<u>Transport Payment Plan</u>			<u>USOC</u>	
	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>		
	<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>		
	<u>Months</u>	<u>Months</u>	<u>Months</u>		
(1) 100 Mbps to 1.25 Gbps	\$15,000.00	\$11,000.00	\$ 9,000.00	LWAC1	(N)
(2) 52 Mbps to 2.5 Gbps	22,000.00	17,000.00	14,000.00	LWAC2	(N)

EFFECTIVE: JULY 31, 2004

ACCESS SERVICE

29 – Optical Transport Access Services

29.2 Promotions

29.2.1 Special Promotion – BellSouth Wavelength Service

29.2.1.1 General Regulations

- (A) A Special Promotion for BellSouth Wavelength Service will be provided for a three-month period beginning August 1, 2004, through October 31, 2004, subject to the terms and conditions set forth herein.
- (B) The rates and charges for BellSouth Wavelength Service apply as set forth in this Tariff unless otherwise specified herein. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth Wavelength Service in this Tariff or other sections of this Tariff during the promotional period in (A) preceding.

29.2.1.2 Promotion Description

- (A) Customers must subscribe to a 12-month or greater Transport Payment Plan (TPP) for new BellSouth Wavelength Service during the period specified in 25.7.12.1(A) above in order to receive credits for two months of the applicable TPP monthly recurring charges for all rate elements associated with BellSouth Wavelength Service. Credit will be applied each month as set forth in (E) below.
- (B) All TPP regulations including termination liability set forth in Section 2.4.8 of this Tariff shall apply for BellSouth Wavelength Service. In addition, a termination penalty will apply with this promotion should the customer disconnect BellSouth Wavelength Service within 12 months of establishing the service. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer.
- (C) Credits given under this promotion are in addition to credits the customer may receive under Transport Savings Plan (TSP) or Premium Service Incentive Plan (PSIP) as provided in Section 2.4.8 of this Tariff.
- (D) This promotion allows customers to receive rewards in the form of credits for BellSouth Wavelength Service. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (E) Monthly recurring credits given under this promotion will be applied to the customer's bill 30 days in arrears (i.e., the next month's bill period).

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service

29.3.1 General Description

- (A) BellSouth Wavelength Dedicated Ring service provides high volume transparent and bit rate specific optical transport capabilities in a dedicated ring configuration. BellSouth Wavelength Dedicated Ring service provides the capability for a customer to activate individual Wavelength Channels. The origination and termination points of Wavelength Channels will affect the design and/or availability of BellSouth Wavelength Dedicated Ring service, or its Wavelength Channels.

BellSouth Wavelength Dedicated Ring service utilizes diversely routed transport facilities that connect node locations together in a dedicated ring arrangement. Each section of the BellSouth Wavelength Dedicated Ring service ring, between Node Locations, is called a ring segment. With BellSouth Wavelength Dedicated Ring service, a minimum of three Node Locations is required. A Node Location is a service delivery/drop site where equipment is located that provides customers connectivity to BellSouth Wavelength Dedicated Ring service. One node only is available per customer designated location/address. The three Node Locations may all be Central Office Node Locations in Telephone Company Central Offices, or the three Node Locations may be a Central Office Node Location in a Telephone Company Central Office, a Customer Node Location at a customer's designated location in the Telephone Company's service area and the third Node Location may be either a Central Office Node Location in a Telephone Company Central Office or a Node Location at a another customer designated location in the Telephone Company's service area. Additional Node Locations for either arrangement may be any combination thereof. The maximum number of Node Locations will be determined based on equipment capability. Optical Signal Amplification Nodes do not apply toward the BellSouth Wavelength Dedicated Ring service minimum of three Node Locations.

(M)

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ACCESS SERVICE	(N)
29 – Optical Transport Access Services	(N)
29.3 <u>BellSouth Wavelength Dedicated Ring Service</u>	(N)
29.3.1 <u>General Description</u>	(N)
(A) (Cont'd)	(N)
BellSouth Wavelength Dedicated Ring service Dual Bay service configurations provide the customer the capability to activate up to 32 wavelengths east and 32 wavelengths west. These Wavelengths are activated via BellSouth Wavelength Dedicated Ring service Primary System – Dual Bay and BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay components. The BellSouth Wavelength Dedicated Ring service Primary System – Dual Bay contains the capability for 8 wavelengths east and 8 wavelengths west. The remaining 24 wavelengths east and 24 wavelength west capacity may be activated via incremental BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bays. Each BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay provides the capability for 8 wavelengths east and 8 wavelengths west.	(M)(C) (M)(C) (M) (M) (M) (M) (M) (M) (M) (M) (M) (M)
BellSouth Wavelength Dedicated Ring service Single Bay service configurations provide the customer the capability to activate up to 16 wavelengths east and 16 wavelengths west. These wavelengths are activated via BellSouth Wavelength Dedicated Ring service Primary System – Single Bay and BellSouth Wavelength Dedicated Ring service Expansion System – Single Bay components. The BellSouth Wavelength Dedicated Ring service Primary System – Single Bay contains the capability for 8 wavelengths east and 8 wavelengths west. The remaining 8 wavelength east and 8 wavelength west capacity may be activated via an incremental BellSouth Wavelength Dedicated Ring service Expansion System – Single Bay service component.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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2ND REVISED PAGE 29-9
CANCELS 1ST REVISED PAGE 29-9
EFFECTIVE: MAY 2, 2006

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1ST REVISED PAGE 29-10
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EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.1 General Description (Cont'd)

(A) (Cont'd)

BellSouth Wavelength Dedicated Ring service Wavelength Channels may be activated with Transparent Transport and/or Bit Rate Specific service capabilities. Transparent transport capabilities include a 1.25 and 2.5 Gbps transparent service arrangement. Bit rate specific transport include 1000 Mbps Transport, OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 and OC-192+ SONET, OC-192 transport with transparent overhead, STM-64 transparent transport with transparent overhead or 10 Gbps WAN transport, as per TR73630BT, and WaveGate transport with SONET OC-3, OC-12, OC-48 and OC-192 channelization capabilities at the customer premises and four-fiber channel termination in the serving central office. WaveGate transport is available for use only with Dual Bay service arrangements. Customer Channel Interfaces associated with LightGate Service (a.k.a. BellSouth SPA Point to Point Network) contained in Section 7 of this Tariff shall be used with WaveGate service. A customer may connect a transparent BellSouth Wavelength Dedicated Ring service Wavelength Channel at a serving wire center to another BellSouth Wavelength Dedicated Ring service's transparent Wavelength Channel. Bit rate specific Wavelength Channels may connect at a serving wire center to another BellSouth Wavelength Dedicated Ring service's bit rate specific Wavelength Channel, or to compatible SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), or LightGate service (a.k.a. BellSouth SPA Point to Point Network) service components. Four-fiber non-channelized configurations may not be connected to a Wavelength Channel. (M)

Also, SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) nodes may be used in conjunction with compatible Bit Rate Specific Wavelength Channels (e.g., an OC-12 node may be used with a OC-12 Bit Rate Specific Wavelength Channel) to develop a SONET overlay ring arrangement riding the customer's host BellSouth Wavelength Dedicated Ring Service. Allowable overlay arrangement node and wavelength channels are as follows:

<u>SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Node</u>	<u>Bit Rate Specific Wavelength Channel</u>
OC-3	OC-3
OC-3+	OC-3+
OC-12	OC-12
OC-48	OC-48
OC-48+	OC-48+
OC-192	OC-192
OC-192+	OC-192+

- (B) BellSouth Wavelength Dedicated Ring Service is furnished where suitable facilities are available as determined by the Telephone Company.

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TARIFF F.C.C. NO. 1
2ND REVISED PAGE 29-11
CANCELS 1ST REVISED PAGE 29-11

EFFECTIVE: MARCH 16, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate Regulations

- (A) BellSouth Wavelength Dedicated Ring service, rates and charges associated with ring level service are the Primary System, Expansion System and Optical Signal Amplification Node components. In addition, Wavelength Channel rates and charges apply for the wavelengths activated on the ring.

BellSouth Wavelength Dedicated Ring service Primary System and Expansion System rates and charges apply at each Node on the ring for BellSouth Wavelength Dedicated Ring service equipment associated with the establishment of the service. These service components are further classified as Dual Bay or Single Bay. Also included in this service component is the fiber transport required in connecting the service between Node Locations. (C)

A Dual Bay service arrangement has the capability to activate up to 32 wavelengths east and 32 wavelengths west. These 32 wavelengths are activated at a Node location via a Dual Bay Primary System and Dual Bay Expansion Systems. A Dual Bay Primary System has the capability to activate up to 8 wavelengths east and 8 wavelengths west and a Dual Bay Expansion System has the capability to activate up to 8 wavelengths east and 8 wavelengths west. The east and west wavelength capability associated in the following description of the Dual Bay rate application is described as wavelengths without showing the east and west capability. Two (2) Primary System – Dual Bay service components apply per node location. These charges are in addition to the BellSouth Wavelength Dedicated Ring service Primary System – Dual Bay rates and charges described above. For example, if a customer desires to increase the capacity of his BellSouth Wavelength Dedicated Ring service from 8 Wavelengths to 16 Wavelengths, then two BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges apply per Node Location on the ring. If the customer later decides to increase the capacity of his BellSouth Wavelength Dedicated Ring service from 16 Wavelengths to 24 Wavelengths, then two more BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges apply at each Node Location on the ring. The BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges associated with the increase to the 24 Wavelength capacity are in addition to the BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges associated with the increase to the 16 Wavelength capacity. If the customer later decides to increase the capacity of his BellSouth Wavelength Dedicated Ring service from 24 Wavelengths to 32 Wavelengths, then two more BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges apply at each Node Location on the ring. The BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges associated with the increase to the 32 Wavelength capacity are in addition to the BellSouth Wavelength Dedicated Ring service Expansion System – Dual Bay charges associated with the increase to the 16 Wavelength and 24 Wavelength capacity. Expansion System – Dual Bays ordered under the Transport Payment Plan are to be coterminous with it's associated Primary System.

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EFFECTIVE: MARCH 16, 2006

ACCESS SERVICE

(N)

29 – Optical Transport Access Services

(N)

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

(N)

29.3.2 Rate Regulations

(N)

(A) (Cont'd)

(N)

[illegible]

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate Regulations (Cont'd)

(A) (Cont'd)

Wavelength Channel rates and charges apply for each Wavelength Channel activated within an individual Dual Bay arrangement. For services under the Transport Payment Plan, the rate associated with Wavelength Channels is based upon the total quantity of all Wavelength Channels activated. For example, a customer with a BellSouth Wavelength Dedicated Ring service that has seven Wavelength Channels activated would pay the rate per Wavelength Channel for the 1 Wavelength through 7 Wavelength category. If the customer later grows to 8 Wavelengths Channels activated, the rate the customer pays for each Wavelength Channel is then based on rates and charges associated with the 8 through 15 Wavelength Channels category as follows. When the eighth Wavelength channel is put into service, the rates and charges for it are associated with the 8 through 15 Wavelength Channel category. For the seven existing Wavelength Channels, the effective date of the change in their rates and charges to the 8 through 15 Wavelength Channel Category shall be the date associated with the customer's next bill period, following the installation of the eighth Wavelength Channel. These rate changes are not retroactive to the installation date of the eighth Wavelength Channel. Similar changes in rates shall apply for a customer's growth in activated Wavelength Channels to the 16 through 23 Wavelength Channel category, the 24 through 31 Wavelength Channel category and for the 32 and over Wavelength Channel Category. If a customer disconnects a Wavelength Channel, resulting in the activated Wavelength Channels dropping to a lower Wavelength Channel category, effective with the customer's next bill period, all of the customer's remaining Wavelength Channels shall be rated at the rate associated with the lower Wavelength Channel category. (C)

When Wavelength Channels are setup in a Client Protection arrangement, there is no charge for establishing Client Protection if it is setup at the time the associated Wavelength Channels are activated. If Client Protection is established on Wavelength Channels subsequent to their activation, a Client Protection Rearrangement Charge applies per existing Wavelength Channel configured for Client Protection. This charge would also apply if a customer has Client Protection existing and wants to rearrange the Wavelength Channels associated with the existing Client Protection arrangement. Also, if a customer removes channels from an existing Client Protection arrangement, the Client Protection Rearrangement Charge applies to the Wavelength Channel(s) that are removed from the Client Protection arrangement, unless both the Wavelength Channels are disconnected.

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate Regulations (Cont'd)

(A) (Cont'd)

Amplification charges are required when the distance between Node Locations and/or characteristic of the fiber optic cable associated with a ring segment (i.e., the portion of the ring between Node Locations) results in a transmission level that is not suitable for the service's proper operation. When the transmission level of a ring segment requires equipment to increase the segment's transmission levels, the required amplification shall be specified on the Service Inquiry as an Optical Signal Amplification Node. Optical Signal Amplification Node charges apply when amplification is needed at a location where a BellSouth Wavelength Dedicated Ring service Primary System does not exist. The Optical Signal Amplification Node does not contain the capability to add or drop services. One Optical Signal Amplification Node charge applies at the amplifier location.

(C)
(C)
(T)
(T)
(D)
(D)

- (B) BellSouth Wavelength Dedicated Ring service is available under commitment plans associated with the Transport Payment Plan, as described in Section 2 of this Tariff. Month to month rates are only available upon completion of a commitment plan.

The minimum service period associated with BellSouth Wavelength Dedicated Ring service rate elements is twelve months.

- (C) For BellSouth Wavelength Dedicated Ring service, the capability exists for a customer to utilize all or part of a BellSouth Wavelength Dedicated Ring service to transport switched access. The customer must place an order for each individual BellSouth SWA Channel provided over BellSouth Wavelength Dedicated Ring service Shared Use Facilities and specify the channel assignment for each such service. When this occurs, ratcheting of BellSouth Wavelength Dedicated Ring service rate elements (i.e. Primary System, Expansion System, Optical Signal Amplification Node and Wavelength Channels) will be based on the number of voice grade (a.k.a. BellSouth SPA DSO VG) equivalent trunks/lines of that rate element used for BellSouth SWA access. Reduction factors will be developed to reduce the charges on system level billing as well as the billing on individual Wavelength Channels. For ratcheting purposes, the system level charges include Primary System, Expansion System and Optical Signal Amplification Node service components.

(T)
(C)
(C)
(C)
(C)

The system reduction factor will be based on the equivalent capacity of all of the activated Wavelength Channels as follows. A 1.25 Gbps unprotected Wavelength Channel is considered as 16,128 voice grade equivalents. A 2.5 Gbps unprotected Wavelength Channel is considered as 32,256 voice grade equivalents. A 1000 Mbps Transport is considered as 16,128 voice grade equivalents. An OC-3, unprotected Wavelength Channel is considered as 2,016 voice grade equivalents. An OC-3+ or OC-12, unprotected Wavelength Channel is considered as 8,064 voice grade equivalents. An OC-48 or OC-48+, unprotected Wavelength Channel is

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 29-14
CANCELS ORIGINAL PAGE 29-14
EFFECTIVE: DECEMBER 3, 2005

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate Regulations (Cont'd)

(C) (Cont'd)

Transport With Transparent Overhead and the 10 Gbps WAN Transport Wavelength Channels are considered as 129,024 voice grade equivalents. An OC-3 WaveGate Wavelength Channel is considered as 2,016 voice grade equivalents. An OC-12 WaveGate Wavelength Channel is considered as 8,064 voice grade equivalents. An OC-48 WaveGate Wavelength Channel is considered as 32,256 voice grade equivalents. An OC-192 WaveGate Wavelength Channel is considered as 129,024 voice grade equivalents.

The reduction factor for individual Wavelength Channels shall be based on the equivalent capacity, as described above, of the specific Wavelength Channel that is carrying BellSouth SWA services.

For conversions of LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth SPA Managed Shared Network Service or SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) to an arrangement utilizing BellSouth Wavelength Dedicated Ring service and for BellSouth Wavelength Dedicated Ring service that is being added as a part of a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) arrangement, customers will be allowed to defer the start of BellSouth Wavelength Dedicated Ring service ring level billing when the new service arrangement is provided under the Transport Payment Plan, as described in Section 2.4.8 preceding. The period of deferred billing shall be based on the Telephone Company's estimation of the time required for conversion, up to a maximum of 60 days. This applies to orders for new service associated with conversions, as described above. For conversions, as described above, that are completed in less than 60 days, the deferred start of ring level billing shall be associated with the completion of the conversion. The term for a customer's BellSouth Wavelength Dedicated Ring service TPP arrangements shall begin after the deferral period and continue to completion, as described in Section 2.4.8 preceding, for the customers selected TPP commitment period.

Ring level billing is defined as billing for the following rate elements: Primary System, Expansion System and Amplification charges. Billing for Wavelength Channel recurring charges will be effective upon activation of the Wavelength Channel and is not available for deferred billing.

In case of a service outage associated with BellSouth Wavelength Dedicated Ring service ring level rate elements that have deferred billing, as described above, for new service associated with conversions, a service outage credit will not apply.

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TARIFF F.C.C. NO. 1
 4TH REVISED PAGE 29-15
 CANCELS 3RD REVISED PAGE 29-15
 EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges

	<u>Nonrecurring Charges</u>	<u>Recurring Charges Month to Month</u>	<u>USOC</u>
(A) Primary System			
(1) Per Primary System – Dual Bay ¹	\$3,000.00	\$6,750.00	WDRPS
(2) Per Primary System – Single Bay ²	2,000.00	7,180.00	WDRP1
(B) Expansion System			
(1) Per Expansion System – Dual Bay ³	2,000.00	3,000.00	WDRES
(2) Per Expansion System – Single Bay ⁴	1,500.00	2,795.00	WDRE1
(C) Wavelength Channel			
(1) Transparent Transport, Per Wavelength Channel			
-1.25 Gbps, unprotected	1,500.00	5,902.00	WDRCU
-2.5 Gbps, unprotected	1,750.00	8,035.00	WDRCU
-1.25 Gbps, Optical Network Protected	1,500.00	10,033.40	WDRCP (N)
-2.5 Gbps, Optical Network Protected	1,750.00	13,659.50	WDRCP (N)
(2) Bit Rate Specific, Per Wavelength Channel			
-1000 Mbps Transport ⁵ , unprotected	1,500.00	6,285.00	WDRDU
-OC-3, OC-3+, OC-12, OC-48 or OC- 48+, unprotected	1,750.00	8,035.00	WDRDU
-OC-192 or OC-192+, unprotected	2,000.00	13,747.00	WDRDU (M)

Note 1: Two Primary System – Dual Bay service components apply, per Node Location, on a ring as described in 29.3.2(A) preceding.

Note 2: One (1) Primary System – Single Bay service component applies per Node location in a Single Bay arrangement for activation of the first eight (8) wavelengths.

Note 3: Two Expansion System – Dual Bay service components apply per Node Location, per 8 incremental activated wavelengths on a ring, as described in 29.3.2(A) preceding. Applies for wavelength activations above the Primary System – Dual Bay capacity.

Note 4: One (1) Expansion System – Single Bay service component applies per Node location for activation of the ninth through sixteenth wavelengths in a Single Bay service arrangement.

Note 5: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.

(M)

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ACCESS SERVICE (N)
 29 – Optical Transport Access Services (N)
 29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd) (N)
 29.3.2 Rate and Charges (Cont'd) (N)

	<u>Recurring Charges</u>			(N)
	<u>Nonrecurring Charges</u>	Month		(N)
		to Month	<u>USOC</u>	(N)
(C) Wavelength Channel (Cont'd)				(N)
(2) Bit Rate Specific, Per Wavelength Channel (Cont'd)				(N)
- OC-192 Transport With	2,000.00	13,747.00	WDRDU	(M)
Transparent Overhead, STM-64				(M)
Transport With Transparent				(M)
Overhead, or 10Gbps WAN				(M)
Transport ¹ , unprotected				(M) (T)
- 1000 Mbps Transport, Optical	1,500.00	10,684.50	WDRDP	(N)
Network Protected				(N)
- OC-192 Transport With	2,000.00	23,369.90	WDRDP	(N)
Transparent Overhead, STM-64				(N)
Transport With Transparent				(N)
Overhead, or 10Gbps WAN				(N)
Transport ¹ , Optical Network				(N)
Protected				(N)
- OC-3 WaveGate	2,625.00	15,697.00	WDRDW	(M)
- OC-12 WaveGate	3,060.00	16,540.00	WDRDW	(M)
- OC-48 WaveGate	3,500.00	21,900.00	WDRDW	(M)
- OC-192 WaveGate	4,375.00	33,817.00	WDRDW	(M)

Note 1: 1000 Mbps Transport Wavelength Channels do not contain any (N)
 monitoring above the physical layer. (N)
 Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps (M) (T)
 and do not contain any monitoring above the physical layer. (M)

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 29-16
CANCELS ORIGINAL PAGE 29-16
EFFECTIVE: DECEMBER 15, 2005

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges (Cont'd)

	<u>Nonrecurring Charges</u>	<u>Recurring Charges Month to Month</u>	<u>USOC</u>	
(D) Optical Signal Amplification Node				(T)
(1) Per Optical Signal Amplification Node	\$3,000.00	\$6,750.00	WDRRS	(T)
				(D)
				(D)
				(D)
(F) Client Protection Rearrangement Charge, 1,500.00 Subsequent to Initial installation		-	CPROT	

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TARIFF F.C.C. NO. 1
 2ND REVISED PAGE 29-17
 CANCELS 1ST REVISED PAGE 29-17
 EFFECTIVE: MARCH 16, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges (Cont'd)

		Transport Payment Plan				
		Recurring Charges				
		Plan A	Plan B	Plan C		
		12-36	37-60	61-96		
		<u>Months</u>	<u>Months</u>	<u>Months</u>		<u>USOC</u>
(H)	Primary System					(T)
(1)	Per Primary System					(T)
	– Dual Bay ¹	\$4,500.00	\$3,700.00	\$3,000.00	WDRPS	(T)
(2)	Per Primary System					(N)
	– Single Bay ²	5,525.00	4,695.00	3,990.00	WDRP1	(N)
(I)	Expansion System					(T)
(1)	Per Expansion System					(T)
	– Dual Bay ³	2,750.00	1,875.00	1,500.00	WDRES	(T)
(2)	Per Expansion System					(N)
	– Single Bay ⁴	2,150.00	1,870.00	1,625.00	WDRE1	(N)
						(M)
Note 1: Two Primary System – Dual Bay service components apply, per Node Location, on a ring as described in 29.3.2(A) preceding.						
Note 2: One (1) Primary System – Single Bay service component applies per Node location in a Single Bay arrangement for activation of the first eight (8) wavelengths.						
Note 3: Two Expansion System – Dual Bay service components apply per Node Location, per 8 incremental activated wavelengths on a ring, as described in 29.3.2(A) preceding. Applies for wavelength activations above the Primary System – Dual Bay capacity.						
Note 4: One (1) Expansion System – Single Bay service component applies per Node location for activation of the ninth through sixteenth wavelengths in a Single Bay service arrangement.						
						(N)
						(N)
						(N)
						(M)

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TARIFF F.C.C. NO. 1
 2ND REVISED PAGE 29-17.1
 CANCELS 1ST REVISED PAGE 29-17.1
 EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges (Cont'd)

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(J) Wavelengths Channels

(1) 1 – 7 Wavelength Channels

(a) Transparent Transport, Per Wavelength Channel

-1.25 Gbps, unprotected	4,507.00	3,705.00	3,000.00	WDRCU	
-2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDRCU	
-1.25 Gbps, Optical Network Protected	7,661.90	6,298.50	5,100.00	WDRCP	(N)
-2.5 Gbps, Optical Network Protected	9,752.00	8,321.50	7,097.50	WDRCP	(N)

(b) Bit Rate Specific, Per Wavelength Channel

-1000 Mbps Transport ¹ , unprotected	4,787.00	3,995.00	3,225.00	WDRDU	
-OC-3, OC-3+, OC-12, OC-48 or OC-48+, unprotected	5,737.00	4,895.00	4,175.00	WDRDU	
-OC-192 or OC-192+, unprotected	10,475.00	8,965.00	7,662.00	WDRDU	
-OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , unprotected	10,475.00	8,965.00	7,662.00	WDRDU	
- 1000 Mbps Transport, Optical Network Protected	8,137.50	6,791.50	5,482.50	WDRDP	(N)
- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , Optical Network Protected	17,807.50	15,240.50	13,025.40	WDRDP	(N)
- OC-3 WaveGate	12,250.00	10,627.00	9,805.00	WDRDW	(N)
- OC-12 WaveGate	13,097.00	11,680.00	10,817.00	WDRDW	(N)
- OC-48 WaveGate	16,575.00	14,200.00	13,350.00	WDRDW	(N)
- OC-192 WaveGate	25,242.00	22,537.00	20,725.00	WDRDW	(N)

Note 1: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

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 ISSUED: MAY 1, 2006

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 EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(J) Wavelengths Channels (Cont'd)

(2) 8 – 15 Wavelength Channels

(a) Transparent Transport, Per Wavelength Channel

-1.25 Gbps, unprotected	\$4,343.00	\$3,570.00	\$2,895.00	WDRCU
-2.5 Gbps, unprotected	5,525.00	4,715.00	4,023.00	WDRCU
-1.25 Gbps, Optical Network Protected	7,383.00	6,069.00	4,922.00	WDRCP
-2.5 Gbps, Optical Network Protected	9,393.00	8,016.00	6,839.00	WDRCP

(N)
(N)
(N)
(N)

(b) Bit Rate Specific, Per Wavelength Channel

-1000 Mbps Transport ¹ , unprotected	4,623.00	3,860.00	3,120.00	WDRDU
-OC-3, OC-3+, OC-12, OC-48 or OC-48+, unprotected	5,525.00	4,715.00	4,023.00	WDRDU
-OC-192 or OC-192+, unprotected	10,108.00	8,653.00	7,398.00	WDRDU
-OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , unprotected	10,108.00	8,653.00	7,398.00	WDRDU
- 1000 Mbps Transport, Optical Network Protected	7,859.00	6,562.00	5,304.00	WDRDP
- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , Optical Network Protected	17,184.00	14,710.00	12,577.00	WDRDP
- OC-3 WaveGate	11,912.00	10,325.00	9,523.00	WDRDW
- OC-12 WaveGate	12,743.00	11,347.00	10,504.00	WDRDW
- OC-48 WaveGate	16,110.00	13,793.00	12,958.00	WDRDW
- OC-192 WaveGate	24,533.00	21,872.00	20,108.00	WDRDW

(N)
(N)
(N)
(N)
(N)
(N)
(N)

Note 1: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

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TARIFF F.C.C. NO. 1
 2ND REVISED PAGE 29-19
 CANCELS 1ST REVISED PAGE 29-19
 EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(J) Wavelengths Channels (Cont'd)

(3) 16 – 23 Wavelength Channels

(a) Transparent Transport, Per Wavelength Channel

-1.25 Gbps, unprotected	\$4,178.00	\$3,435.00	\$2,790.00	WDRCU
-2.5 Gbps, unprotected	5,313.00	4,535.00	3,870.00	WDRCU
-1.25 Gbps, Optical Network Protected	7,103.00	5,840.00	4,743.00	WDRCP
-2.5 Gbps, Optical Network Protected	9,032.00	7,710.00	6,579.00	WDRCP

(N)
(N)
(N)
(N)

(b) Bit Rate Specific, Per Wavelength Channel

-1000 Mbps Transport ¹ , unprotected	4,458.00	3,725.00	3,015.00	WDRDU
-OC-3, OC-3+, OC-12, OC-48 or OC-48+, unprotected	5,313.00	4,535.00	3,870.00	WDRDU
-OC-192 or OC-192+, unprotected	9,740.00	8,340.00	7,133.00	WDRDU
-OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , unprotected	9,740.00	8,340.00	7,133.00	WDRDU
- 1000 Mbps Transport, Optical Network Protected	7,579.00	6,333.00	5,126.00	WDRDP
- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , Optical Network Protected	16,558.00	14,178.00	12,126.00	WDRDP
- OC-3 WaveGate	11,573.00	10,022.00	9,240.00	WDRDW
- OC-12 WaveGate	12,389.00	11,013.00	10,191.00	WDRDW
- OC-48 WaveGate	15,644.00	13,385.00	12,565.00	WDRDW
- OC-192 WaveGate	23,824.00	21,205.00	19,490.00	WDRDW

(N)
(N)
(N)
(N)
(N)
(N)
(N)

Note 1: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

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 2ND REVISED PAGE 29-20
 CANCELS 1ST REVISED PAGE 29-20
 EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(J) Wavelengths Channels (Cont'd)

(4) 24 – 31 Wavelength Channels

(a) Transparent Transport, Per Wavelength Channel

-1.25 Gbps, unprotected	\$4,013.00	\$3,300.00	\$2,685.00	WDRCU
-2.5 Gbps, unprotected	5,100.00	4,355.00	3,718.00	WDRCU
-1.25 Gbps, Optical Network Protected	6,822.00	5,610.00	4,565.00	WDRCP
-2.5 Gbps, Optical Network Protected	8,670.00	7,404.00	6,321.00	WDRCP

(N)
(N)
(N)
(N)

(b) Bit Rate Specific, Per Wavelength Channel

-1000 Mbps Transport ¹ , unprotected	4,293.00	3,590.00	2,910.00	WDRDU
-OC-3, OC-3+, OC-12, OC-48 or OC-48+, unprotected	5,100.00	4,355.00	3,718.00	WDRDU
-OC-192 or OC-192+, unprotected	9,373.00	8,028.00	6,868.00	WDRDU
-OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , unprotected	9,373.00	8,028.00	6,868.00	WDRDU
- 1000 Mbps Transport, Optical Network Protected	7,298.00	6,103.00	4,947.00	WDRDP
- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , Optical Network Protected	15,934.00	13,648.00	11,676.00	WDRDP
- OC-3 WaveGate	11,234.00	9,718.00	8,957.00	WDRDW
- OC-12 WaveGate	12,034.00	10,679.00	9,878.00	WDRDW
- OC-48 WaveGate	15,178.00	12,978.00	12,173.00	WDRDW
- OC-192 WaveGate	23,115.00	20,539.00	18,873.00	WDRDW

(N)
(N)
(N)
(N)
(N)
(N)

Note 1: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

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 3RD REVISED PAGE 29-21
 CANCELS 2ND REVISED PAGE 29-21
 EFFECTIVE: MAY 2, 2006

ACCESS SERVICE

29 – Optical Transport Access Services

29.3 BellSouth Wavelength Dedicated Ring Service (Cont'd)

29.3.2 Rate and Charges

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(J) Wavelengths Channels (Cont'd)

(5) 32 and over Wavelength Channels

(a) Transparent Transport, Per Wavelength Channel

-1.25 Gbps, unprotected	\$3,848.00	\$3,165.00	\$2,580.00	WDRCU	(N) (N) (N) (N)
-2.5 Gbps, unprotected	4,888.00	4,175.00	3,565.00	WDRCU	
-1.25 Gbps, Optical Network Protected	6,542.00	5,381.00	4,386.00	WDRCU	
-2.5 Gbps, Optical Network Protected	8,310.00	7,098.00	6,061.00	WDRCU	

(b) Bit Rate Specific, Per Wavelength Channel

-1000 Mbps Transport ¹ , unprotected	4,128.00	3,455.00	2,805.00	WDRDU	(M)
-OC-3, OC-3+, OC-12, OC-48 or OC-48+, unprotected	4,888.00	4,175.00	3,565.00	WDRDU	
-OC-192 or OC-192+, unprotected	9,005.00	7,715.00	6,603.00	WDRDU	
-OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10Gbps WAN Transport ² , unprotected	9,005.00	7,715.00	6,603.00	WDRDU	

Note 1: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

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 ISSUED: MAY 1, 2006

TARIFF F.C.C. NO. 1
 ORIGINAL PAGE 29-21.1

EFFECTIVE: MAY 2, 2006

ACCESS SERVICE					(N)
29 – Optical Transport Access Services					(N)
29.3 <u>BellSouth Wavelength Dedicated Ring Service (Cont'd)</u>					(N)
29.3.2 <u>Rate and Charges (Cont'd)</u>					(N)
Transport Payment Plan					(N)
Recurring Charges					(N)
Plan A	Plan B	Plan C			(N)
12-36	37-60	61-96			(N)
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>		(N)
(J) Wavelengths Channels (Cont'd)					(N)
(5) 32 and over Wavelength Channels (Cont'd)					(N)
(b) Bit Rate Specific, Per Wavelength Channel (Cont'd)					(N)
- 1000 Mbps Transport ¹ , Optical Network Protected	7,018.00	5,874.00	4,769.00	WDRDP	(N)
- OC-192 Transport With Transparent Overhead, STM- 64 Transport With Transparent Overhead, or 10Gbps WAN Transport ¹ , Optical Network Protected	15,309.00	13,116.00	11,225.00	WDRDP	(N)
- OC-3 WaveGate	10,619.00	9,415.00	8,674.00	WDRDW	(M)
- OC-12 WaveGate	11,117.00	10,345.00	9,564.00	WDRDW	(M)
- OC-48 WaveGate	14,712.00	12,570.00	11,780.00	WDRDW	(M)
- OC-192 WaveGate	22,405.00	19,873.00	18,255.00	WDRDW	(M)
(K) Optical Signal Amplification Node					(M)
- Per Optical Signal Amplification Node	2,645.00	2,300.00	2,000.00	WDRRS	(M)
Note 1: 1000 Mbps Transport Wavelength Channels do not contain any monitoring above the physical layer.					(N)
Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.					(N)

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ACCESS SERVICE

29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service

29.4.1 General Description

- (A) BellSouth Wavelength Channel service provides high volume transparent and bit rate specific optical transport capabilities in a point-to-point configuration. BellSouth Wavelength Channel service is available as individual stand-alone Wavelength Channels or via a Dedicated System, which provides various transport capabilities between a customer location and it's normal Telephone Company Central Office. BellSouth Wavelength Channel service contains wavelength local channel and interoffice channels for use in individual stand-alone Wavelength Channel service arrangements or for use in extending Dedicated System wavelength channels to locations beyond the customer's normal Telephone Company Central Office. The origination and termination points of Wavelength Channels will affect the design and/or availability of BellSouth Wavelength Channel service, or its Wavelength Channels. The technical parameters for BellSouth Wavelength Channel service are described in BellSouth Technical Reference #73630 BT.

BellSouth Wavelength Channel service individual stand-alone Wavelength Channels are available with Transparent Transport or Bit Rate Specific Wavelength Channels capabilities. Transparent Transport Wavelength Channels are available with transmission speeds of 1.25 Gbps or 2.5 Gbps, and Bit Rate Specific Wavelength Channels with OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport capabilities are available. An individual stand-alone Wavelength Channel is also available with 1000 Mbps Transport Bit Rate Specific transmission capabilities.

BellSouth Wavelength Channel Service Dedicated Systems are available with four levels of service capabilities as follows:

Dedicated System 1 – Provides capability for 4 unprotected wavelength channels

Dedicated System 2 – Provides capability for 8 unprotected wavelength channels

Dedicated System 3 – Provides capability for 16 unprotected wavelength channels

Dedicated System 4 – Provides capability for 32 unprotected wavelength channels

(M)

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ACCESS SERVICE

(N)

29 – Optical Transport Access Services

(N)

29.4 BellSouth Wavelength Channel Service (Cont'd)

(N)

29.4.1 General Description (Cont'd)

(N)

(A) (Cont'd)

(N)

BellSouth Wavelength Channel Service Dedicated Systems provide the capability, to activate multiple Transparent Transport, Bit Rate Specific, and/or WaveGate local channels:

(M)

(M)

(M)

- Transparent Wavelength Channels are available on a per wavelength Channel basis with transmission speeds of 1.25 Gbps and 2.5 Gbps.

(M)

(M)

- Bit Rate Specific Wavelength Channels are available at OC-3, OC-12, OC-48, OC-192, OC-192 Transport with Transparent Overhead, STM-64 Transport with Transparent Overhead, 10 Gbps WAN Transport and 1000 Mbps Transport transmission rates.

(M)

(M)

(M)

(M)

- WaveGate Wavelength Channels provide SONET OC-3, OC-12, OC-48 and OC-192 channelization capabilities at the customer premises and four-fiber channel termination in the serving central office. Customer Channel Interfaces associated with LightGate Service (a.k.a. BellSouth SPA Point to Point Network) contained in Section 7 of this Tariff shall be used with WaveGate Wavelength Local Channels.

(M)

(M)

(M)

(M)

(M)

(M)

(M)

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ACCESS SERVICE

29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.1 General Description (Cont'd)

(A) (Cont'd)

Where customers desire to channelize their OC-3, OC-12, OC-48, and OC-192 Bit Rate Channels and/or WaveGate Wavelength Channels in the central office, then corresponding central office channel system/interfaces associated with LightGate Service (a.k.a. BellSouth SPA Point to Point Network), contained in Section 7 of this Tariff shall be used.

WaveGate Local Channels may connect to (1) a WaveGate Interoffice Channel, or (2) to two Bit Rate Specific Wavelength Interoffice Channels, or to (3) a LightGate service (a.k.a. BellSouth SPA Point to Point Network) central office channel system.

WaveGate Interoffice Channels may connect to (1) a WaveGate Local Channel, or (2) to two Wavelength Local Channels, or (3) to BellSouth Wavelength Dedicated Ring service.

Individual Wavelength Local Channels and Interoffice Channels are available as individual two fiber unprotected channels. They may also be provided with Client Protection as two unprotected, diversely routed two-fiber channels. Each channel is ordered individually in this latter arrangement. Two Wavelength Channels may only be connected to a four-fiber interface when the Telephone Company provides SONET channelization on either end or both ends of the service. Except as provided for below, the customer's equipment provides protection channel switching functionality in the event of a working facility failure.

Protection switching of diversely routed client protected Wavelength Channels is only provided by the Telephone Company when customers utilize SONET channelization offered with this service and/or provided as a link connectable service with BellSouth Dedicated Ring Service, LightGate service, or SMARTRing service. Where the Telephone Company provides SONET channelization at both ends of a customer's channel, including Link segments provided by other compatible services, then the switching is automatic to protection facilities. Where the customer provides SONET channelization at one end of Wavelength Channels with client protection, then the customer's equipment must be jointly engineered with Telephone Company SONET equipment to achieve this capability. DWDM Wavelength Channels switch individually rather than at the Dedicated System or Dedicated Ring level as is the case with services like LightGate Service (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). Examples of automatic protection include:

- A OC-48 WaveGate Local Channel from a Dedicated System 4 is crossconnected to another OC-48 WaveGate Local Channel associated with another Dedicated System 2.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.1 General Description (Cont'd)

(A) (Cont'd)

- A OC-192 WaveGate Local Channel from a Dedicated System 1 is ordered with a OC-192 Channelization System Central Office Channel Interface (from LightGate Service in Section 7). (N)
- A OC-12 WaveGate Local Channel from a Dedicated System 3 is ordered with two OC-12 Bit Rate Specific Interoffice Wavelength Channels and a OC-12 Channelization System Central Office Channel Interface (from LightGate Service in Section 7). (N)
- A OC-3 WaveGate Local Channel from a Dedicated System 2 is ordered with two Bit Rate specific OC-3 Interoffice Wavelength Channels to another city where they link to two BellSouth Wavelength Dedicated Ring Client Protected OC-3 Channels and finally terminate in a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) OC-3 Customer Node. (N)
- Two OC-12 Client Protected Wavelength Interoffice Channels are ordered to terminate in a LightGate service OC-12 Channelization System Central Office Channel Interface on one end and link connect to two BellSouth Dedicated Ring Client Protected OC-12 Channels and a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) OC-12 Customer Node. (N)
- Two OC-12 Client Protected Wavelength Local Channels from a Dedicated System 3 are link connected to Client Protected Wavelength Channels associated with a Dedicated Ring Service and a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) OC-12 Customer Node. The customer's equipment at the originating customer premises served by the Dedicated System must be jointly engineered to function with the Company's SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) OC-12 Customer Node at the terminating premises. (N)

Self-healing protection switching is currently not available with BellSouth Wavelength Channel service, BellSouth Wavelength Dedicated Ring service or 1000 Mbps Transport Bit Rate Specific Channels. (N)

BellSouth Wavelength Channel Service Interoffice Channels provide individual transparent or Bit Rate Specific Channels. They are available as two-fiber unprotected, or client protected channels. Customers may order them individually or in combination with BellSouth Channel Service Local Channels. They may also link to BellSouth Wavelength Dedicated Ring Service, LightGate service (a.k.a. BellSouth SPA Point to Point Network), or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring). They are as follows: (N)

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.1 General Description (Cont'd)

(A) (Cont'd)

- Transparent Wavelength Channels are available at 1.25 Gbps and 2.5 Gbps, transmission rates.
- Bit Rate Specific Wavelength Channels are available at OC-3, OC-12, OC-48, OC-192, OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, 10 Gbps WAN Transport and 1000 Mbps Transport transmission rates.
- BellSouth Wavelength Channel Service is furnished where suitable facilities are available as determined by the Telephone Company. A combination of technologies may be employed to satisfy service specifications.

29.3.2 Rate Regulations

- (A) BellSouth Wavelength Channel Service monthly rates and nonrecurring charges apply for individual Transparent and Bit Rate Specific Wavelength Local Channels, Dedicated Systems and associated Wavelength Channels, and individual Interoffice Channels. BellSouth Wavelength Channel service is available under the Transport Payment Plan (TPP) commitment terms and conditions specified in Section 2.4 of this Tariff, or under a Month-to-Month service arrangement. The minimum service period for rate elements is four months.

Rates and charges apply per Wavelength Channel basis for each 1.25 Gbps or 2.5 Gbps Transparent Wavelength Channel, and each OC-3, OC-12, OC-48, OC-192, OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, 10 Gbps WAN Transport or 1000 Mbps Transport Bit Rate Specific Channel, and each OC-3, OC-12, OC-48 and OC-192 WaveGate Channel. Where customers desire WaveGate Channels, channel interface rates and charges associated with LightGate Service (a.k.a. BellSouth SPA Point to Point Network) are required to activate lower level DS1, DS3, STS-1, and OC-N channel interfaces, as contained in Section 7 of this Tariff. Those channel interfaces are subject to the terms and conditions as described in Section 7 of this tariff.

Volume discounts are available for BellSouth Wavelength Channel service Dedicated System local channels and/or interoffice channels that are ordered under TPP Terms and Conditions. These volume discounts are determined as described in the description of local channel and interoffice channel following.

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 29-26

EFFECTIVE: JUNE 7, 2005

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.2 Rate Regulations (Cont'd)

(A) (Cont'd)

BellSouth Wavelength Channel Service Dedicated System Wavelength Channel rates and charges apply for each Dedicated System Wavelength Channel activated. For services under the Transport Payment Plan, the rate associated with Dedicated System Wavelength Channels is based upon the total quantity of all Dedicated System Wavelength Channels activated. For example, a customer with a BellSouth Wavelength Channel Service that has three Wavelength Channels activated would pay the rate per Wavelength Channel for the 1 Wavelength through 3 Wavelength Category. If the customer later grows to four Dedicated System Wavelengths Channels activated, the rate the customer pays for each Wavelength Channel is then based on rates and charges associated with the 4 through 7 Wavelength Channels category as follows. When the fourth Wavelength channel is put into service, the rates and charges for it are associated with the 4 through 7 Wavelength Channel Category. For the three existing Wavelength Channels, the effective date of the change in their rates and charges to the 4 through 7 Wavelength Channel Category shall be the date associated with the customer's next bill period, following the installation of the fourth Dedicated System Wavelength Channel. These rate changes are not retroactive to the installation date of the fourth Dedicated System Wavelength Channel. Similar changes in rates shall apply for a customer's growth in activated Dedicated System Wavelength Channels to the 8 through 15 Wavelength Channel category, the 16 through 23 Wavelength Channel Category, the 24 through 31 Wavelength Channel Category and for the 32 and over Wavelength Channel Category. If a customer disconnects a Wavelength Channel, resulting in the activated Dedicated System Wavelength Channels dropping to a lower Wavelength Channel category, effective with the customer's next bill period, all of the customer's remaining Dedicated System Wavelength Channels shall be rated at the rate associated with the lower Wavelength Channel category.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.2 Rate Regulations (Cont'd)

(A) (Cont'd)

BellSouth Wavelength Channel Service Interoffice Wavelength Channels are available for interoffice channels that connect to either a BellSouth Wavelength Channel Service Dedicated System or to BellSouth Wavelength Dedicated Ring service.

BellSouth Wavelength Channel Service Interoffice Wavelength Channel rates and charges are based upon the total quantity of all interoffice wavelength channels that connect to either a BellSouth Wavelength Channel Service Dedicated System or to BellSouth Wavelength Dedicated Ring service at a central office. If a BellSouth Wavelength Channel Service Interoffice Wavelength Channel connects at each both ends to either BellSouth Wavelength Channel Service Dedicated System or to BellSouth Wavelength Dedicated Ring service, then the Wavelength Category shall be determined by the higher of the local channels associated with the BellSouth Wavelength Channel Service Dedicated System or BellSouth Wavelength Dedicated Ring service. Each transparent transport or bit rate specific local channel is considered as one channel, except WaveGate Channels, which are considered as two channels. For example, a customer that has three BellSouth Wavelength Channel Service Interoffice Wavelength Channels activated that connect to either a BellSouth Wavelength Channel Service Dedicated System or to BellSouth Wavelength Dedicated Ring service would pay the rate per Interoffice Channel for the 1 Wavelength through 3 Wavelength Category. If the customer later grows to four BellSouth Wavelength Channel Service Interoffice Wavelength Channels activated that connect to either a BellSouth Wavelength Channel Service Dedicated System or to BellSouth Wavelength Dedicated Ring service, the rate the customer pays for each Interoffice Channel is then based on rates and charges associated with the 4 through 7 Interoffice Channel category as follows. When the fourth BellSouth Wavelength Channel Service Interoffice Wavelength Channels is put into service, the rates and charges for it are associated with the 4 through 7 Interoffice Channel Category. For the three existing BellSouth Wavelength Channel Service Interoffice Wavelength Channels, the effective date of the change in their rates and charges to the 4 through 7 Interoffice Channel Category shall be the date associated with the customer's next bill period, following the installation of the fourth Dedicated System Wavelength Channel. These rate changes are not retroactive to the installation date of the fourth Interoffice Channel. Similar changes in rates shall apply for a customer's growth in activated Interoffice Channels to the 8 through 15 Interoffice Channel category, the 16 through 23 Interoffice Channel Category, the 24 through 31 Interoffice Channel Category and for the 32 and over Interoffice Channel Category. If a customer disconnects an Interoffice Channel, resulting in the activated Interoffice Channels dropping to a lower Interoffice Channel category, effective with the customer's next bill period, all of the customer's remaining Interoffice Channels shall be rated at the rate associated with the lower Interoffice Channel category.

EFFECTIVE: JUNE 7, 2005

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.2 Rate Regulations (Cont'd)

(A) (Cont'd)

When BellSouth Wavelength Channel Service Wavelength Channels are setup in a Client Protection arrangement, there is no charge for establishing Client Protection if it is setup at the time the associated Wavelength Channels are activated. If Client Protection is established on Wavelength Channels subsequent to their activation, a Client Protection Rearrangement Charge applies per existing Wavelength Channel configured for Client Protection. This charge would also apply if a customer has Client Protection existing and wants to rearrange the Wavelength Channels associated with the existing Client Protection arrangement. Also, if a customer removes channels from an existing Client Protection arrangement, the Client Protection Rearrangement Charge applies to the Wavelength Channels that are removed from the Client Protection arrangement, unless the Wavelength Channels are disconnected.

For BellSouth Wavelength Channel service, the capability exists for a customer to utilize all or part of a BellSouth Wavelength Channel service to transport switched access. The customer must place an order for each individual BellSouth SWA Channel provided over BellSouth Wavelength Channel service Shared Use Facilities and specify the channel assignment for each such service. When this occurs, ratcheting of BellSouth Wavelength Channel service rate elements (i.e. Dedicated System and Wavelength Channels) will be based on the number of voice grade (a.k.a. BellSouth SPA DSO VG) equivalent trunks/lines of that rate element used for BellSouth SWA access. Reduction factors will be developed to reduce the charges on system level billing as well as the billing on individual Wavelength Channels. For ratcheting purposes, the system level charges include the Dedicated System service component. The system reduction factor will be based on the equivalent capacity of all of the activated Wavelength Channels as follows. A 1.25 Gbps unprotected Wavelength Channel is considered as 16,128 voice grade equivalents. A 2.5 Gbps unprotected Wavelength Channel is considered as 32,256 voice grade equivalents. A 1000 Mbps Transport is considered as 16,128 voice grade equivalents. An OC-3, unprotected Wavelength Channel is considered as 2,016 voice grade equivalents. An OC-3+ or OC-12, unprotected Wavelength Channel is considered as 8,064 voice grade equivalents. An OC-48 or OC-48+, unprotected Wavelength Channel is Transport With Transparent Overhead and the 10 Gbps WAN Transport Wavelength Channels are considered as 129,024 voice grade equivalents. An OC-3 WaveGate Wavelength Channel is considered as 2,016 voice grade equivalents. An OC-12 WaveGate Wavelength Channel is considered as 8,064 voice grade equivalents. An OC-48 WaveGate Wavelength Channel is considered as 32,256 voice grade equivalents. An OC-192 WaveGate Wavelength Channel is considered as 129,024 voice grade equivalents. The reduction factor for individual Wavelength Channels shall be based on the equivalent capacity, as described above, of the specific Wavelength Channel that is carrying BellSouth SWA services.

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ORIGINAL PAGE 29-28.1

EFFECTIVE: DECEMBER 3, 2005

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.2 Rate Regulations (Cont'd)

(A) (Cont'd)

For conversions of LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth SPA Managed Shared Network Service or SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) to an arrangement utilizing BellSouth Wavelength Channel service Dedicated Systems and for BellSouth Wavelength Channel service Dedicated Systems that are being added as a part of a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) arrangement, customers will be allowed to defer the start of BellSouth Wavelength Channel service Dedicated System billing when the new service arrangement is provided under the Transport Payment Plan, as described in Section 2.4.8 preceding. The period of deferred billing shall be based on the Telephone Company's estimation of the time required for conversion, up to a maximum of 60 days. This applies to orders for new service associated with conversions, as described above. For conversions, as described above, that are completed in less than 60 days, the deferred start of Dedicated System billing shall be associated with the completion of the conversion. The term for a customer's BellSouth Wavelength Channel service TPP arrangements shall begin after the deferral period and continue to completion, as described in Section 2.4.8 preceding, for the customers selected TPP commitment period.

Billing for Wavelength Channels associated with a Dedicated System will be effective upon activation of the Wavelength Channel and is not available for deferred billing.

In case of a service outage associated with BellSouth Wavelength Channel service Dedicated System rate elements that have deferred billing, as described above, for new service associated with conversions, a service outage credit will not apply.

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29.4 BellSouth Wavelength Channel Service

29.4.3 Rates and Charges

(A) Wavelength Local Channel

(1) Transparent Transport, Per Wavelength Local Channel¹

	<u>NRC</u>	<u>Month to Month</u>	<u>USOC</u>	
- 1.25 Gbps, unprotected	\$1,000.00	\$2,805.00	WDCDT	(R)
- 2.5 Gbps, unprotected	1,000.00	3,570.00	WDCDT	(R)

(2) Bit Rate Specific, Per Wavelength Local Channel¹

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	1,000.00	7,495.00	WDCCS	(R)
- 1000 Mbps Transport ³ , unprotected	1,000.00	2,805.00	WDCCS	(R)

(3) Client Protection Rearrangement Charge, Subsequent to Initial installation

Transport Payment Plan <u>Recurring Charges</u>				
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>		
12-36	37-60	61-96		
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>	

(4) Transparent Transport, Per Wavelength Local Channel⁴

- 1.25 Gbps, unprotected	\$2,415.00	\$2,010.00	\$1,800.00	WDCDT	(R)
- 2.5 Gbps, unprotected	2,975.00	2,590.00	2,250.00	WDCDT	(R)

Note 1: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 3: 1000 Mbps Transport does not contain any monitoring above the physical layer.

Note 4: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 1 – 3 Wavelength Channel Category.

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(A) Wavelength Local Channel (Cont'd)

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(4) Bit Rate Specific, Per Wavelength Local Channel¹

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	\$6,250.00	\$5,430.00	\$4,725.00	WDCCS	(R)
- 1000 Mbps Transport ³ , unprotected	2,415.00	2,010.00	1,800.00	WDCCS	(R)

(5) Transparent Transport, Per Wavelength Local Channel⁴

- 1.25 Gbps, unprotected	2,415.00	2,010.00	1,800.00	WDCDT	(R)
- 2.5 Gbps, unprotected	2,795.00	2,590.00	2,250.00	WDCDT	(R)

(6) Bit Rate Specific, Per Wavelength Local Channel⁴

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	6,250.00	5,430.00	4,725.00	WDCCS	(R)
- 1000 Mbps Transport ³ , unprotected	2,415.00	2,010.00	1,800.00	WDCCS	(R)

Note 1: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 1 – 3 Wavelength Channel Category.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 3: 1000 Mbps Transport does not contain any monitoring above the physical layer.

Note 4: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 4 – 7 Wavelength Channel Category.

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(A) Wavelength Local Channel (Cont'd)

	Transport Payment Plan Recurring Charges			USOC	
	Plan A	Plan B	Plan C		
	12-36 Months	37-60 Months	61-96 Months		
(7) Transparent Transport, Per Wavelength Local Channel ¹					
- 1.25 Gbps, unprotected	\$2,415.00	\$2,010.00	\$1,800.00	WDCDT	(R)
- 2.5 Gbps, unprotected	2,975.00	2,590.00	2,250.00	WDCDT	(R)
(8) Bit Rate Specific, Per Wavelength Local Channel ¹					
- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	6,250.00	5,430.00	4,725.00	WDCCS	(R)
- 1000 Mbps Transport ³ , unprotected	2,415.00	2,010.00	1,800.00	WDCCS	(R)
(9) Transparent Transport, Per Wavelength Local Channel ⁴					
- 1.25 Gbps, unprotected	2,415.00	2,010.00	1,800.00	WDCDT	(R)
- 2.5 Gbps, unprotected	2,975.00	2,590.00	2,250.00	WDCDT	(R)

Note 1: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 8 – 15 Wavelength Channel Category.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 3: 1000 Mbps Transport does not contain any monitoring above the physical layer.

Note 4: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 16 – 23 Wavelength Channel Category.

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(A) Wavelength Local Channel (Cont'd)

Transport Payment Plan			USOC
<u>Recurring Charges</u>			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
Months	Months	Months	

(10) Bit Rate Specific, Per Wavelength Local Channel¹

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	\$6,250.00	\$5,430.00	\$4,725.00	WDCCS	(R)
- 1000 Mbps Transport ³ , unprotected	2,415.00	2,010.00	1,800.00	WDCCS	(R)

(11) Transparent Transport, Per Wavelength Local Channel⁴

- 1.25 Gbps, unprotected	2,415.00	2,010.00	1,800.00	WDCDT	(R)
- 2.5 Gbps, unprotected	2,975.00	2,590.00	2,250.00	WDCDT	(R)

(12) Bit Rate Specific, Per Wavelength Local Channel⁴

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	6,250.00	5,430.00	4,725.00	WDCCS	(R)
- 1000 Mbps Transport ³ , unprotected	2,415.00	2,010.00	1,800.00	WDCCS	(R)

Note 1: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 16 – 23 Wavelength Channel Category.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 3: 1000 Mbps Transport does not contain any monitoring above the physical layer.

Note 4: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 24 – 31 Wavelength Channel Category.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(A) Wavelength Local Channel (Cont'd)

		Transport Payment Plan			USOC	
		Recurring Charges				
		Plan A	Plan B	Plan C		
		12-36	37-60	61-96		
		<u>Months</u>	<u>Months</u>	<u>Months</u>		
(13)Transparent Transport, Per Wavelength Local Channel ¹						
- 1.25 Gbps, unprotected	\$2,415.00	\$2,010.00	\$1,800.00	WDCDT	(R)	
- 2.5 Gbps, unprotected	2,975.00	2,590.00	2,250.00	WDCDT	(R)	
(14)Bit Rate Specific, Per Wavelength Local Channel ¹						
- OC-192 Transport With Transparent Overhead, STM- 64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ² , unprotected	6,250.00	5,430.00	4,725.00	WDCCS	(R)	
- 1000 Mbps Transport ³ , unprotected	2,415.00	2,010.00	1,800.00	WDCCS	(R)	

Note 1: For all stand alone connections or connections, either direct or via a BellSouth Wavelength Channel Service Interoffice Channel, to BellSouth Wavelength Channel Service Dedicated System Wavelength Channels and BellSouth Wavelength Dedicated Ring Service wavelength channels billing within a 32 and over Wavelength Channel Category.

Note 2: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 3: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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EFFECTIVE: JUNE 7, 2005

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(B) Dedicated System,
 Per Dedicated System

	<u>NRC</u>	<u>Month to Month</u>	<u>USOC</u>	
(1) Dedicated System				
-Dedicated System 1	\$2,500.00	\$12,070.00	WDCS1	
-Dedicated System 2	3,000.00	14,105.00	WDCS2	
-Dedicated System 3	4,000.00	15,600.00	WDCS3	
-Dedicated System 4	5,000.00	24,925.00	WDCS4	
	Transport Payment Plan			
	<u>Recurring Charges</u>			
	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
	12-36	37-60	61-96	
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>
(2) Dedicated Systems				
-Dedicated System 1	\$9,285.00	\$8,075.00	\$7,020.00	WDCS1
-Dedicated System 2	10,850.00	9,500.00	7,800.00	WDCS2
-Dedicated System 3	12,000.00	10,350.00	9,000.00	WDCS3
-Dedicated System 4	19,175.00	16,675.00	14,500.00	WDCS4

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 ISSUED: MARCH 23, 2006

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 1ST REVISED PAGE 29-35
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 EFFECTIVE: MARCH 30, 2006

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel

(1) Transparent Transport, Per Dedicated System Wavelength Channel

	<u>NRC</u>	<u>Month to Month</u>	<u>USOC</u>	
- 1.25 Gbps, unprotected	\$1,500.00	\$5,902.00	WDCCU	(R)
- 2.5 Gbps, unprotected	1,750.00	8,035.00	WDCCU	(R)

(2) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	2,000.00	13,747.00	WDCDU	(R)
- 1000 Mbps Transport ² , unprotected	1,500.00	6,285.00	WDCDU	(R)
- OC-3, OC-12, or OC-48, unprotected	1,750.00	8,035.00	WDCDU	(R)
- OC-192, unprotected	2,000.00	13,747.00	WDCDU	(R)
- OC-3 WaveGate	2,625.00	16,482.00	WDCDW	(R)
- OC-12 WaveGate	3,060.00	17,367.00	WDCDW	(R)
- OC-48 WaveGate	3,500.00	22,995.00	WDCDW	(R)
- OC-192 WaveGate	4,375.00	35,508.00	WDCDW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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 ISSUED: MARCH 23, 2006

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 EFFECTIVE: MARCH 30, 2006

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel (Cont'd)

Transport Payment Plan Recurring Charges			<u>USOC</u>
Plan A	Plan B	Plan C	
12-36 Months	37-60 Months	61-96 Months	

(3) 1 – 3 Dedicated System Wavelength Channel Category

(a) Transparent Transport, Per Dedicated System Wavelength Channel

- 1.25 Gbps, unprotected	\$4,507.00	\$3,705.00	\$3,000.00	WDCCU	(R)
- 2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)

(b) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	10,475.00	8,965.00	7,662.00	WDCCU	(R)
- 1000 Mbps Transport ² , unprotected	4,787.00	3,995.00	3,225.00	WDCCU	(R)
- OC-3, OC-12, or OC-48, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)
- OC-192, unprotected	10,475.00	8,965.00	7,662.00	WDCCU	(R)
- OC-3 WaveGate	12,863.00	11,158.00	10,295.00	WDCCW	(R)
- OC-12 WaveGate	13,752.00	12,264.00	11,358.00	WDCCW	(R)
- OC-48 WaveGate	17,404.00	14,910.00	14,018.00	WDCCW	(R)
- OC-192 WaveGate	26,504.00	23,664.00	21,761.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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 ISSUED: MARCH 23, 2006

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel (Cont'd)

Transport Payment Plan Recurring Charges			USOC
Plan A	Plan B	Plan C	
12-36 Months	37-60 Months	61-96 Months	

(4) 4 – 7 Dedicated System Wavelength Channel Category

(a) Transparent Transport, Per Dedicated System Wavelength Channel

- 1.25 Gbps, unprotected	\$4,507.00	\$3,705.00	\$3,000.00	WDCCU	(R)
- 2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)

(b) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- 1000 Mbps Transport ² , unprotected	4,787.00	3,995.00	3,225.00	WDCDU	(R)
- OC-3, OC-12, or OC-48, unprotected	5,737.00	4,895.00	4,175.00	WDCDU	(R)
- OC-192, unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- OC-3 WaveGate	12,250.00	10,627.00	9,805.00	WDCDW	(R)
- OC-12 WaveGate	13,097.00	11,680.00	10,817.00	WDCDW	(R)
- OC-48 WaveGate	16,575.00	14,200.00	13,350.00	WDCDW	(R)
- OC-192 WaveGate	25,242.00	22,537.00	20,725.00	WDCDW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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 ISSUED: MARCH 23, 2006

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 EFFECTIVE: MARCH 30, 2006

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel (Cont'd)

Transport Payment Plan Recurring Charges			<u>USOC</u>
Plan A	Plan B	Plan C	
12-36 Months	37-60 Months	61-96 Months	

(5) 8 – 15 Dedicated System Wavelength Channel Category

(a) Transparent Transport, Per Dedicated System Wavelength Channel

- 1.25 Gbps, unprotected	\$4,507.00	\$3,705.00	\$3,000.00	WDCCU	(R)
- 2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)

(b) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	10,475.00	8,965.00	7,662.00	WDCCU	(R)
- 1000 Mbps Transport ² , unprotected	4,787.00	3,995.00	3,225.00	WDCCU	(R)
- OC-3, OC-12, or OC-48, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)
- OC-192, unprotected	10,475.00	8,965.00	7,662.00	WDCCU	(R)
- OC-3 WaveGate	11,912.00	10,325.00	9,523.00	WDCCW	(R)
- OC-12 WaveGate	12,743.00	11,347.00	10,504.00	WDCCW	(R)
- OC-48 WaveGate	16,110.00	13,793.00	12,958.00	WDCCW	(R)
- OC-192 WaveGate	24,533.00	21,872.00	20,108.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel (Cont'd)

Transport Payment Plan Recurring Charges			<u>USOC</u>
Plan A	Plan B	Plan C	
12-36 Months	37-60 Months	61-96 Months	

(6) 16 – 23 Dedicated System Wavelength Channel Category

(a) Transparent Transport, Per Dedicated System Wavelength Channel

- 1.25 Gbps, unprotected	\$4,507.00	\$3,705.00	\$3,000.00	WDCCU	(R)
- 2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)

(b) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- 1000 Mbps Transport ² , unprotected	4,787.00	3,995.00	3,225.00	WDCDU	(R)
- OC-3, OC-12, or OC-48, unprotected	5,737.00	4,895.00	4,175.00	WDCDU	(R)
- OC-192, unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- OC-3 WaveGate Channel	11,573.00	10,022.00	9,240.00	WDCDW	(R)
- OC-12 WaveGate Channel	12,389.00	11,013.00	10,191.00	WDCDW	(R)
- OC-48 WaveGate Channel	15,644.00	13,385.00	12,565.00	WDCDW	(R)
- OC-192 WaveGate Channel	23,824.00	21,205.00	19,490.00	WDCDW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel (Cont'd)

Transport Payment Plan Recurring Charges			<u>USOC</u>
Plan A	Plan B	Plan C	
12-36 Months	37-60 Months	61-96 Months	

(7) 24 – 31 Dedicated System Wavelength Channel Category

(a) Transparent Transport, Per Dedicated System Wavelength Channel

- 1.25 Gbps, unprotected	\$4,507.00	\$3,705.00	\$3,000.00	WDCCU	(R)
- 2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)

(b) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- 1000 Mbps Transport ² , unprotected	4,787.00	3,995.00	3,225.00	WDCDU	(R)
- OC-3, OC-12, or OC-48, unprotected	5,737.00	4,895.00	4,175.00	WDCDU	(R)
- OC-192, unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- OC-3 WaveGate	11,234.00	9,718.00	8,957.00	WDCDW	(R)
- OC-12 WaveGate	12,034.00	10,679.00	9,878.00	WDCDW	(R)
- OC-48 WaveGate	15,178.00	12,978.00	12,173.00	WDCDW	(R)
- OC-192 WaveGate	23,115.00	20,539.00	18,873.00	WDCDW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(C) Dedicated System Wavelength Channel (Cont'd)

Transport Payment Plan Recurring Charges			<u>USOC</u>
Plan A	Plan B	Plan C	
12-36 Months	37-60 Months	61-96 Months	

(8) 32 and Over Dedicated System Wavelength Channel Category

(a) Transparent Transport, Per Dedicated System Wavelength Channel

- 1.25 Gbps, unprotected	\$4,507.00	\$3,705.00	\$3,000.00	WDCCU	(R)
- 2.5 Gbps, unprotected	5,737.00	4,895.00	4,175.00	WDCCU	(R)

(b) Bit Rate Specific, Per Dedicated System Wavelength Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- 1000 Mbps Transport ² , unprotected	4,787.00	3,995.00	3,225.00	WDCDU	(R)
- OC-3, OC-12, or OC-48, unprotected	5,737.00	4,895.00	4,175.00	WDCDU	(R)
- OC-192, unprotected	10,475.00	8,965.00	7,662.00	WDCDU	(R)
- OC-3 WaveGate	10,619.00	9,415.00	8,674.00	WDCDW	(R)
- OC-12 WaveGate	11,117.00	10,345.00	9,564.00	WDCDW	(R)
- OC-48 WaveGate	14,712.00	12,570.00	11,780.00	WDCDW	(R)
- OC-192 WaveGate	22,405.00	19,873.00	18,255.00	WDCDW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel

(1) Transparent Transport, Per Wavelength Interoffice Channel

	<u>NRC</u>	<u>Month to Month</u>	<u>USOC</u>
- 1.25 Gbps, unprotected	\$500.00	\$2,400.00	WDCC1
- 2.5 Gbps, unprotected	750.00	2,700.00	WDCC1

(2) Bit Rate Specific, Per Wavelength Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	1,000.00	6,300.00	WDCC2
- 1000 Mbps Transport ² , unprotected	500.00	2,400.00	WDCC2
- OC-3, OC-12 or OC-48, unprotected	750.00	2,700.00	WDCC2
- OC-192, unprotected	1,000.00	6,300.00	WDCC2
- OC-3 WaveGate	2,625.00	16,482.00	WDCCW
- OC-12 WaveGate	3,060.00	17,367.00	WDCCW
- OC-48 WaveGate	3,500.00	22,995.00	WDCCW
- OC-192 WaveGate	4,375.00	35,508.00	WDCCW

(R)
(R)
(R)
(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel(Cont'd)

Transport Payment Plan			
Recurring Charges			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>

(3) 1 – 3 Interoffice Channel Category

(a) Transparent Transport, Per Interoffice Channel

- 1.25 Gbps, unprotected	\$1,760.00	\$1,587.00	\$1,380.00	WDCC1
- 2.5 Gbps, unprotected	2,220.00	1,932.00	1,680.00	WDCC1

(b) Bit Rate Specific, Per Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	4,590.00	3,830.00	3,060.00	WDCC2	
- 1000 Mbps Transport ² , unprotected	1,760.00	1,587.00	1,380.00	WDCC2	
- OC-3, OC-12 or OC-48, unprotected	2,220.00	1,932.00	1,680.00	WDCC2	
- OC-192, unprotected	4,590.00	3,830.00	3,060.00	WDCC2	
- OC-3 WaveGate	12,863.00	11,158.00	10,295.00	WDCCW	(R)
- OC-12 WaveGate	13,752.00	12,264.00	11,358.00	WDCCW	(R)
- OC-48 WaveGate	17,404.00	14,910.00	14,018.00	WDCCW	(R)
- OC-192 WaveGate	26,504.00	23,664.00	21,761.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel (Cont'd)

Transport Payment Plan			
Recurring Charges			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>

(4) 4 – 7 Interoffice Channel Category

(a) Transparent Transport, Per Interoffice Channel

- 1.25 Gbps, unprotected	\$1,760.00	\$1,587.00	\$1,380.00	WDCC1
- 2.5 Gbps, unprotected	2,220.00	1,932.00	1,680.00	WDCC1

(b) Bit Rate Specific, Per Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	4,590.00	3,830.00	3,060.00	WDCC2	
- 1000 Mbps Transport ² , unprotected	1,760.00	1,587.00	1,380.00	WDCC2	
- OC-3, OC-12 or OC-48, unprotected	2,220.00	1,932.00	1,680.00	WDCC2	
- OC-192, unprotected	4,590.00	3,830.00	3,060.00	WDCC2	
- OC-3 WaveGate	12,250.00	10,627.00	9,805.00	WDCCW	(R)
- OC-12 WaveGate	13,097.00	11,680.00	10,817.00	WDCCW	(R)
- OC-48 WaveGate	16,575.00	14,200.00	13,350.00	WDCCW	(R)
- OC-192 WaveGate	25,242.00	22,537.00	20,725.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel(Cont'd)

Transport Payment Plan			
Recurring Charges			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>

(5) 8 – 15 Interoffice Channel Category

(a) Transparent Transport, Per Interoffice Channel

- 1.25 Gbps, unprotected	\$1,760.00	\$1,587.00	\$1,380.00	WDCC1
- 2.5 Gbps, unprotected	2,220.00	1,932.00	1,680.00	WDCC1

(b) Bit Rate Specific, Per Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	4,590.00	3,830.00	3,060.00	WDCC2	
- 1000 Mbps Transport ² , unprotected	1,760.00	1,587.00	1,380.00	WDCC2	
- OC-3, OC-12 or OC-48, unprotected	2,220.00	1,932.00	1,680.00	WDCC2	
- OC-192, unprotected	4,590.00	3,830.00	3,060.00	WDCC2	
- OC-3 WaveGate	11,912.00	10,325.00	9,523.00	WDCCW	(R)
- OC-12 WaveGate	12,743.00	11,347.00	10,504.00	WDCCW	(R)
- OC-48 WaveGate	16,100.00	13,793.00	12,958.00	WDCCW	(R)
- OC-192 WaveGate	24,533.00	21,872.00	20,108.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29 – Optical Transport Access Services

29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel(Cont'd)

Transport Payment Plan			
Recurring Charges			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>

(6) 16 – 23 Interoffice Channel Category

(a) Transparent Transport, Per Interoffice Channel

- 1.25 Gbps, unprotected	\$1,505.00	\$1,345.00	\$1,200.00	WDCC1
- 2.5 Gbps, unprotected	1,830.00	1,635.00	1,460.00	WDCC1

(b) Bit Rate Specific, Per Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	3,780.00	3,150.00	2,520.00	WDCC2	
- 1000 Mbps Transport ² , unprotected	1,505.00	1,345.00	1,200.00	WDCC2	
- OC-3, OC-12 or OC-48, unprotected	1,830.00	1,635.00	1,460.00	WDCC2	
- OC-192, unprotected	3,780.00	3,150.00	2,520.00	WDCC2	
- OC-3 WaveGate	11,573.00	10,022.00	9,240.00	WDCCW	(R)
- OC-12 WaveGate	12,389.00	11,013.00	10,191.00	WDCCW	(R)
- OC-48 WaveGate	15,644.00	13,385.00	12,565.00	WDCCW	(R)
- OC-192 WaveGate	23,824.00	21,205.00	19,490.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel(Cont'd)

Transport Payment Plan			
Recurring Charges			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>

(7) 24 – 31 Interoffice Channel Category

(a) Transparent Transport, Per Interoffice Channel

- 1.25 Gbps, unprotected	\$1,505.00	\$1,345.00	\$1,200.00	WDCC1
- 2.5 Gbps, unprotected	1,830.00	1,635.00	1,460.00	WDCC1

(b) Bit Rate Specific, Per Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	3,780.00	3,150.00	2,520.00	WDCC2	
- 1000 Mbps Transport ² , unprotected	1,505.00	1,345.00	1,200.00	WDCC2	
- OC-3, OC-12 or OC-48, unprotected	1,830.00	1,635.00	1,460.00	WDCC2	
- OC-192, unprotected	3,780.00	3,150.00	2,520.00	WDCC2	
- OC-3 WaveGate	11,234.00	9,718.00	8,957.00	WDCCW	(R)
- OC-12 WaveGate	12,034.00	10,679.00	9,878.00	WDCCW	(R)
- OC-48 WaveGate	15,178.00	12,978.00	12,173.00	WDCCW	(R)
- OC-192 WaveGate	23,115.00	20,539.00	18,873.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.

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29.4 BellSouth Wavelength Channel Service (Cont'd)

29.4.3 Rates and Charges (Cont'd)

(D) BellSouth Wavelength Channel Service Interoffice Channel (Cont'd)

Transport Payment Plan			
Recurring Charges			
Plan A	Plan B	Plan C	
12-36	37-60	61-96	
<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>

(8) 32 and Over Interoffice Channel Category

(a) Transparent Transport, Per Interoffice Channel

- 1.25 Gbps, unprotected	\$1,505.00	\$1,345.00	\$1,200.00	WDCC1
- 2.5 Gbps, unprotected	1,830.00	1,635.00	1,460.00	WDCC1

(b) Bit Rate Specific, Per Interoffice Channel

- OC-192 Transport With Transparent Overhead, STM-64 Transport With Transparent Overhead, or 10 Gbps WAN Transport ¹ , unprotected	3,780.00	3,150.00	2,520.00	WDCC2	
- 1000 Mbps Transport ² , unprotected	1,505.00	1,345.00	1,200.00	WDCC2	
- OC-3, OC-12 or OC-48, unprotected	1,830.00	1,635.00	1,460.00	WDCC2	
- OC-192, unprotected	3,780.00	3,150.00	2,520.00	WDCC2	
- OC-3 WaveGate	10,619.00	9,415.00	8,674.00	WDCCW	(R)
- OC-12 WaveGate	11,117.00	10,345.00	9,564.00	WDCCW	(R)
- OC-48 WaveGate	14,712.00	12,570.00	11,780.00	WDCCW	(R)
- OC-192 WaveGate	22,405.00	19,873.00	18,255.00	WDCCW	(R)

Note 1: 10 Gbps WAN Transport Wavelength Channels operate at 9.953 Gbps and do not contain any monitoring above the physical layer.

Note 2: 1000 Mbps Transport does not contain any monitoring above the physical layer.