

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: OCTOBER 11, 2006

TARIFF F.C.C. NO. 1
 854TH REVISED PAGE 1
 CANCELS 853RD REVISED PAGE 1

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

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1.1	6th	9.0.5	49th	27.3	5th
2	239th	9.0.5.1	39th	27.4	6th
2.1	91st	9.0.5.2	58th	27.5	1st
3	80th	9.0.5.2.1	9th*	27.5.1	Original
3.1	14th	9.0.5.3	9th	27.6	6th
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5.1	103rd	12	13th	27.7.1.1	2nd
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7	148th	17	16th	28	6th
7.1	1st	18	17th	29	8th
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8.1	59th	19	6th	31	8th
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 * New or Revised Page

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25 – CONTRACT TARIFFS (CONT'D)

25.44 Contract Tariff – No. 041¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires October 27, 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 services in the Full Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.44.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months).
- (2) The TPP regulations in Section 2.4.8 of this Tariff shall apply, including termination liability regulations. In addition to TPP termination liability, if the customer disconnects service prior to the end of the TPP term the customer must repay 100% of the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) At the end of the selected TPP term, the rewards provided under this Contract Tariff shall be discontinued.

(B) Description

- (1) Customers subscribing to new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) in the MSAs specified above will receive the credits in (2) following subject to the following condition:
 - The customer must have already ordered a minimum of 160 units of Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) between the period beginning November 15, 2005, and ending August 14, 2006, in the MSAs specified above.
 - Customers must submit a firm order for new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) with the application date within twelve months of this Contract Tariff's effective date.

¹All material on this page is new.

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25 – CONTRACT TARIFFS (CONT'D)

25.44 Contract Tariff – No. 041¹ (Cont'd)

(N)

25.44.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The following credits will apply for the Local Channel, Node and Interoffice Channel rate elements for Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network):

Transport Payment Plan	Credit
Plan A (24 month minimum)	20%
Plan B (37 - 60 Months)	30%
Plan C (61 - 96 Months)	30%

- (3) The credits in this Contract Tariff will apply to the following USOCs for the rate elements indicated.

Service	Local Channel, I/O Channel Mileage Rate Elements
Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network)	HFSC7, 1LPEA, 1LPE8, 1LPE9, 1LPE6, 1LPS8, 1LPS9, 1LPS6

- (4) Orders for services with application dates preceding the effective date of this Contract Tariff that are cancelled subsequent to the tariff's effective date and then reordered during the twelve month period following the tariff's effective date shall not qualify for this Contract Tariff.
- (5) An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Contract Tariff.
- (6) The Company will determine the applicable rewards for services meeting the conditions in this Contract Tariff. The customer's bill will be credited each month the applicable rewards herein one month in arrears.

(C) Rates and Charges

Rates and charges for LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) 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.

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25 – CONTRACT TARIFFS (CONT'D)

25.44 Contract Tariff – No. 041¹ (Cont'd)

(N)

25.44.1 General Regulations (Cont'd)

(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 LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point) or for interfaces or other optional features and functions other than those specified in this Contract Tariff.
- 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 the service herein terminate in a physical or virtual collocation arrangement in a Company central office.

(2) Customers may qualify for the rewards in this Contract Tariff if:

- The customer renews a TPP contract for the service herein that expires within twelve months of this Contract Tariff's effective date to a renewed TPP A (24 month minimum), TPP B or TPP C.
- 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.
- The customer renews a TPP contract during the twelve months following this Contract Tariff's effective date to a TPP B or TPP C when the existing TPP contract term has been fulfilled with no termination liability required.

(3) Customers receiving rewards under other Contract Tariffs, Incentive Plans or Promotions that contain the same service herein may not subscribe to this Contract Tariff. However, credits in this Contract Tariff are in addition to credits the customer receives under Transport Advantage (TAP), Premium Service Incentive Plan (PSIP) or TPP.

(4) The rewards in this Contract Tariff will be computed as credits on the full TPP tariff price for the service herein. Credits will not be applied to taxes.

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