

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
 855TH REVISED PAGE 1
 CANCELS 854TH REVISED PAGE 1

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

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	2nd	9.0.4.1	12th	27.1	5th
1	855th*	9.0.4.2	1st	27.2	8th
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	10th*	27.5.1	Original
3.1	14th	9.0.5.3	9th	27.6	6th
4	177th	9.1	Original	27.6.1	1st
4.1	20th	10	2nd	27.7	12th
5	157th	11	11th	27.7.1	6th
5.1	103rd	12	13th	27.7.1.1	2nd
5.1.0.1	4th	12.1	6th	27.7.1.1.1	Original
5.1.1	31st	13	15th	27.7.1.2	1st
5.1.2	2nd	14	7th	27.7.1.3	Original
6	100th	14.1	4th	27.7.1.4	1st
6.1	36th	15	9th	27.8	2nd
6.2	1st	16	4th	27.9	3rd
7	148th	17	16th	28	6th
7.1	1st	18	17th	29	8th
8	51st	18.1	5th	30	2nd
8.1	59th	19	6th	31	8th
8.2	8th	20	15th	31.1	8th
9	56th	21	15th	32	7th
9.0.0.1	33rd	21.1	2nd	33	6th
9.0.0.1.1	Original	22	25th	34	6th
9.0.0.2	22nd	22.1	8th	35	4th
9.0.1	25th	23	9th	36	5th
9.0.1.1	7th	23.1	Original	37	6th
9.0.2	12th	24	8th	38	8th
9.0.3	15th	25	12th	39	5th
9.0.3.1	1st	26	1st	40	7th
9.0.4	19th	27	6th		
9.0.4.0.1	7th	27.0.1	4th		

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* New or Revised Page

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TARIFF F.C.C. NO. 1
 10TH REVISED PAGE 9.0.5.2.1
 CANCELS 9TH REVISED PAGE 9.0.5.2.1

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<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>	<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>	<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>
25-272	Original	28-6	1st	28-45	Original
25-273	Original	28-7	Original	28-46	Original
25-274	Original	28-8	1st	28-47	1st
25-275	Original	28-9	Original	28-48	1st
25-276	Original	28-10	4th	28-48.1	Original
25-277	Original	28-11	Original	28-48.2	Original
25-278	Original	28-12	Original	28-49	1st
25-279	Original	28-13	2nd		
25-280	Original	28-14	1st		
25-281	Original	28-15	1st		
25-282	Original	28-16	1st		
25-283	Original*	28-17	3rd		
25-284	Original*	28-18	2nd		
25-285	Original*	28-19	3rd		
26-1	Original	28-20	5th		
26-2	Original	28-21	1st		
26-3	Original	28-22	3rd		
26-4	Original	28-22.1	Original		
26-5	Original	28-23	2nd		
26-6	Original	28-23.1	Original		
26-7	Original	28-23.2	Original		
26-8	Original	28-24	4th		
26-9	Original	28-25	1st		
26-10	Original	28-26	5th		
26-11	Original	28-27	1st		
26-12	Original	28-28	3rd		
26-13	Original	28-29	3rd		
26-14	Original	28-30	2nd		
26-15	Original	28-31	4th		
26-16	Original	28-32	4th		
26-17	Original	28-33	3rd		
26-18	1st	28-34	6th		
26-19	Original	28-35	5th		
26-20	Original	28-36	2nd		
26-21	Original	28-36.1	1st		
26-22	Original	28-37	4th		
26-23	Original	28-38	1st		
26-24	Original	28-39	1st		
26-25	Original	28-39.1	2nd		
26-26	Original	28-39.2	2nd		
27-1	Original	28-39.3	3rd		
28-1	3rd	28-40	12th		
28.1.1	Original	28-41	3rd		
28-2	1st	28-42	3rd		
28-3	Original	28-43	4th		
28-4	Original	28-43.1	1st		
28-5	Original	28-44	Original		

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ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.45 Contract Tariff – No. 042¹

(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.

25.45.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) under a Transport Payment Plan (TPP) C (61 to 96 months) subject to terms and conditions specified herein.
- (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 TPP C term, the rewards provided under this Contract Tariff shall be discontinued.

(B) Description

To qualify for the rewards in this Contract Tariff, the customer must meet the following terms, conditions and subscription requirements for both SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network). Failure to meet the terms, conditions and subscription requirements will result in repayment of all credits received under this Contract Tariff.

- (1) The following rewards will be provided to customers subscribing to ten (10) new SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) provisioned within the BellSouth region. The credits will be applied to the monthly recurring rates for services provided in the Full Service Relief MSAs as specified above.

20% Credit: OC-3, OC-12 SMARTRing Service
25% Credit: OC-48, OC-192 SMARTRing Service

¹All material on this page is new.

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.45 Contract Tariff – No. 042¹ (Cont'd)

(N)

25.45.1 General Regulations (Cont'd)

(B) Description (Cont'd)

(1) (Cont'd)

- (a) A minimum of two (2) customer nodes is required for each of the 10 new SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring). The 10 new SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be ordered by October 31, 2007, and installed by March 31, 2008, unless a delay in installing the services is caused by the Company.
- (b) The customer must also renew twelve (12) expiring TPP contracts for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a new TPP C by October 31, 2007. Circuits may qualify as a renewal if the existing TPP has been fulfilled and the service is in the sixty (60) day TPP grace period. These services will not be eligible for the credits provided in (1) above.
- (c) The credits will be applied to the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) TPP C monthly recurring rates for the Local Channel, Node and Interoffice Channels provisioned in the MSAs herein for USOCs indicated below. The credits will be applied each month of the TPP term, one month in arrears.

Local Channel	Interoffice Channels	Nodes
IHVXX, IHAXX	IHXFX	SHNC3, SHNN5, SHNC1, SHNN8, SHNN9, SHNN6, SHNN2, SHNH3, SHNH5, SHNH1, SHNH8, SHNH9, SHNH7, SHNH6

- (2) The following rewards will apply to customers subscribing to fifteen (15) new LightGate Services (a.k.a. BellSouth SPA Point-to-Point Network) provisioned within the BellSouth region. Credit will be applied to the monthly recurring rates for services provisioned in the Full Service Relief MSAs specified herein.

25% Credit: OC-3, OC-12, OC-48, OC-192 LightGate Service

- (a) The new LightGate Services (a.k.a. BellSouth SPA Point-to-Point Network) must originate and terminate at an end user customer location and must be ordered by October 31, 2007, and installed by March 31, 2008, unless a delay in installing the services is caused by the Company.

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ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.45 Contract Tariff – No. 042¹ (Cont'd)

(N)

25.45.1 General Regulations (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

- (b) The credits will be applied to the LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) TPP C monthly recurring rates for the LightGate Systems and Interoffice Channel Mileage provisioned in the MSAs herein for the USOCs in the following chart. The credits will be applied each month of the TPP term, one month in arrears.

LightGate Systems	Interoffice Channel Mileage
HFS03, HFS0C, HFS0W, HFS12, HFS1C, HFS1W, HFS48, HFS4C, HFS4W, HFST2	1LPEA, 1LPS4, 1LPS5, 1LPS7, 1LPEA, 1LPE5, 1LPE7, 1LPSD, 1LPSE, 1LPSF, 1LPEE, 1LPEF, 1LPEG, 1LPSG, 1LPSH, 1LPSJ, 1LPEJ, 1LPEK, 1LPEL, 1LPLG

(C) Rates and Charges

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

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

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