

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

TARIFF F.C.C. NO. 1  
 859TH REVISED PAGE 1  
 CANCELS 858TH REVISED PAGE 1

EFFECTIVE: NOVEMBER 2, 2006

ACCESS SERVICE  
 CHECK SHEET

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

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\* New or Revised Page

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25 – CONTRACT TARIFFS (CONT'D)

25.40 Contract Tariff – No. 037<sup>1</sup> (C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires November 17, 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 herein shall apply to service provided in the following Full Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff:
  - Atlanta, Jacksonville, Shreveport

25.40.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must place the following services under a new Transport Payment Plan (TPP), Plan C (61-96 months).
  - A minimum of two (2) new subscriptions to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), which may include upgrades of lower capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (2) All TPP regulations in Section 2.4.8 of this Tariff shall apply including termination liability regulations. In addition to TPP termination liability, the customer must repay 100% of the rewards received under this Contract Tariff if any SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) is disconnected prior to the TPP Plan C term.
- (3) At the end of the TPP Plan C term, all rewards provided under this Contract Tariff shall be discontinued.

(B) Description

- (1) This Contract Tariff provides a twenty percent (20%) credit that will apply to the Local Channel, Node and Interoffice Channel monthly recurring rates associated with new or upgraded OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the conditions herein.
- (2) Customers subscribing to this Contract Tariff must be a subscriber of Contract Tariff No. 30 and must have fulfilled all conditions set forth in Contract Tariff No. 30.

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

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.40 Contract Tariff – No. 037<sup>1</sup> (Cont'd)

(N)

25.40.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer must submit firm orders for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) by February 28, 2007, and the services must be installed by June 30, 2007, unless a delay in installing the service is caused by the Company.
- (4) 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:
  - 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 and credits will be computed on the full tariff price for services in this Contract Tariff. Credits will not be applied to taxes.
- (3) The rewards herein shall apply to the rate elements indicated below.

Rate Element Description	Local Channels	Central Office and Customer Nodes	Interoffice Channel
OC-48, OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN8, SHNN9, SHNH8, SHNH9, SHNN2, SHNH7, SHNH6, SHNN6	1HAXX, 1HNXX, 1HNZX, 1HAFX, 1HAFX

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