

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 12, 2007

TARIFF F.C.C. NO. 1
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 CANCELS 869TH 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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25 – CONTRACT TARIFFS

25.16.7 Incentive Plans¹

(N)

25.16.7 Incentive Plan for BellSouth Optical Transport Services

25.16.7.1 General Regulations

(A) This Incentive Plan will be offered for the period beginning January 15, 2007, through November 15, 2007, for new subscriptions to the following services:

- LightGate Service (a.k.a. BellSouth SPA Point to Point Network) at the following capacity: OC-3, OC-12
- SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) at the following capacity: OC-3, OC-12, OC-48, OC-192

(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 services in the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.

25.16.7.2 Description

(A) Subject to the customer meeting all terms and conditions in this Incentive Plan, all orders the Company receives during the promotional period in 25.16.7.1(A) above for new subscriptions to the following services shall automatically receive the rewards described herein.

- LightGate Service (a.k.a. BellSouth SPA Point to Point Network) at the following capacity: OC-3, OC-12
- SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) at the following capacity: OC-3, OC-12, OC-48, OC-192

(B) Orders received for the above services (including orders for additional nodes) after the promotional period in 25.16.7.1(A) above will not be eligible for the rewards in this promotion.

(C) Customers subscribing to the above services under a Transport Payment Plan (TPP) B (37 to 60 months) or Plan C (61 to 96 months) shall receive a twenty percent (20%) credit applicable to the TPP monthly recurring rates for the Local Channels, Nodes and Interoffice Channel mileage as shown in the chart in (E) following.

(1) Customers must submit a firm order for services in (A) above with the application date between January 15, 2007, and November 15, 2007. Services must be installed by March 15, 2008.

(2) 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 6-month Incentive Plan period shall not qualify for this Incentive Plan.

Note 1: All material on this page is new.

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25.16.7 Incentive Plans¹

(N)

25.16.7 Incentive Plan for BellSouth Optical Transport Services

25.16.7.2 Description (Cont'd)

(C) (Cont'd)

(3) The 20% credit on TPP monthly recurring rates will be applied to the customer's bill each month of the selected TPP term one month in arrears.

(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.

(E) The 20% credit on TPP monthly recurring rates for the services in (A) preceding shall apply to the rate elements in the chart below:

Product	Local Channel	IOF	Node / System
SMARTRing	1HVXX, 1HAXX 1HNXX, 1HNZX	1HXFX	SHNC3, SHNN5, SHNC1, SHNN8, SHNN9, SHNN6, SHNN2, SHNH3, SHNH5, SHNH1, SHNH8, SHNH9, SHNH7, SHNH6
LightGate OCN	1LPEA	1LPS4, 1LPS5 1LPS7, 1LPE4 1LPE5, 1LPE7 1LPSD, 1LPSE 1LPSF, 1LPEE 1LPEF, 1LPEG	HFS03, HFS0C, HFS0W, HFS12, HFS1C, HFS1W

(F) Rewards in this Incentive Plan will not apply to LightGate and SMARTRing Services:

(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.

(G) 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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25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

26.16.7 Incentive Plan for BellSouth Optical Transport Services (Cont'd)

26.16.7.2 Description (Cont'd)

(H) Customers may qualify for the reward in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the 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 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 LightGate or SMARTRing Service to one of the higher level LightGate or SMARTRing 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 are combined for upgrading to one higher-level SMARTRing Service (e.g., rewards will not be given when two OC-3 capacity services are upgraded to one OC-12 service).

LightGate or SMARTRing 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 to a SMARTRing Service. In addition, two or more lower-level LightGate Services may be combined for upgrading to one higher-level SMARTRing Service.
- 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.

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25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.7 Incentive Plan for BellSouth Optical Transport Services (Cont'd)

25.16.7.2 Description (Cont'd)

- (I) 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.
- (J) The rewards in this Incentive Plan will be computed as credits on the full TPP monthly recurring tariff rates for services in this Incentive Plan. Credits will not be applied to taxes.
- (K) 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.

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