

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 30, 2007

TARIFF F.C.C. NO. 1
 871ST REVISED PAGE 1
 CANCELS 870TH REVISED PAGE 1

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ACCESS SERVICE
 CHECK SHEET

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	13th	27.0.1	4th
1	871st*	9.0.4.2	2nd	27.1	5th
1.1	8th	9.0.5	50th	27.2	8th
2	243rd	9.0.5.1	40th	27.3	5th
2.1	92nd	9.0.5.2	60th	27.4	6th
3	81st	9.0.5.2.1	13th*	27.5	1st
3.1	14th	9.0.5.3	13th	27.5.1	1st
4	178th	9.0.5.4	Original	27.6	6th
4.1	22nd	9.1	Original	27.6.1	1st
5	159th	10	2nd	27.7	12th
5.1	105th	11	11th	27.7.1	7th
5.1.0.1	5th	12	13th	27.7.1.1	4th
5.1.1	33rd	12.1	6th	27.7.1.1.1	Original
5.1.2	2nd	13	15th	27.7.1.2	1st
6	101st	14	7th	27.7.1.3	Original
6.1	37th	14.1	4th	27.7.1.4	1st
6.2	1st	15	9th	27.8	2nd
7	150th	16	4th	27.9	3rd
7.1	1st	17	16th	28	6th
8	51st	18	17th	29	8th
8.1	61st	18.1	5th	30	2nd
8.2	8th	19	6th	31	8th
9	57th	20	15th	31.1	8th
9.0.0.1	35th	21	15th	32	7th
9.0.0.1.1	1st	21.1	3rd	33	6th
9.0.0.2	25th	22	25th	34	6th
9.0.1	27th	22.1	9th	35	4th
9.0.1.1	7th	23	9th	36	5th
9.0.2	12th	23.1	Original	37	6th
9.0.3	16th	24	8th	38	8th
9.0.3.1	1st	25	12th	39	5th
9.0.4	19th	26	1st	40	7th
9.0.4.0.1	8th	27	6th		

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TARIFF F.C.C. NO. 1
 13TH REVISED PAGE 9.0.5.2.1
 CANCELS 12TH REVISED PAGE 9.0.5.2.1

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ACCESS SERVICE
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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	1st	28-2	1st	28-42	3rd
25-272.1	Original	28-3	Original	28-43	4th
25-273	1st	28-4	Original	28-43.1	1st
25-273.1	Original	28-5	Original	28-44	Original
25-274	Original	28-6	1st	28-45	Original
25-275	Original	28-7	Original	28-46	Original
25-276	Original	28-8	1st	28-47	1st
25-277	Original	28-9	Original	28-48	1st
25-278	Original	28-10	4th	28-48.1	Original
25-279	Original	28-11	Original	28-48.2	Original
25-280	Original	28-12	Original	28-49	1st
25-281	Original	28-13	2nd		
25-282	Original	28-14	1st		
25-283	Original	28-15	1st		
25-284	Original	28-16	1st		
25-285	Original	28-17	3rd		
25-286	Original*	28-18	2nd		
25-287	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		

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.

*New or Revised Page

EFFECTIVE: JANUARY 31, 2007

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.46 Contract Tariff – No. 043¹

(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 15, 2007.
- (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 Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff:
 - Greenville, SC

25.46.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must upgrade an existing OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) to an OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The upgraded OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a new Transport Payment Plan (TPP), Plan C (61-96 months).
- (2) All TPP regulations in Section 2.4.8 of this Tariff shall apply including TPP termination liability regulations. In addition to TPP termination liability, the customer must repay 100% of the rewards provided under this Contract Tariff if a SMARTRing Service 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 rates associated with the upgraded OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the conditions herein.
- (2) The upgraded OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must have a minimum of seven (7) nodes.

¹All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.46 Contract Tariff – No. 043¹ (Cont'd)

(N)

25.46.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer must submit a firm order to upgrade OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) to OC-192 service within fifteen (15) days of this Contract Tariff's effective date.
- (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-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN6, SHNN2, SHNH7, SHNH6,	1HAXX, 1HNZX, 1HNXX, 1HXFX

¹All material on this page is new.