

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

TARIFF F.C.C. NO. 1
 892ND REVISED PAGE 1
 CANCELS 891ST REVISED PAGE 1

EFFECTIVE: MAY 31, 2007

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	9.0.4.0.1	12th	27	6th
1	892nd*	9.0.4.1	13th	27.0.1	4th
1.1	8th	9.0.4.2	2nd	27.1	5th
2	247th	9.0.5	51st	27.2	8th
2.1	94th	9.0.5.1	40th	27.3	5th
3	81st	9.0.5.2	60th	27.4	6th
3.1	14th	9.0.5.2.1	18th*	27.5	1st
4	178th	9.0.5.3	15th	27.5.1	2nd
4.1	23rd	9.0.5.4	1st	27.6	6th
5	163rd	9.1	Original	27.6.1	1st
5.1	108th	10	2nd	27.7	12th
5.1.0.1	5th	11	11th	27.7.1	7th
5.1.1	33rd	12	13th	27.7.1.1	4th
5.1.2	2nd	12.1	6th	27.7.1.1.1	Original
6	102nd	13	15th	27.7.1.2	1st
6.1	37th	14	7th	27.7.1.3	Original
6.2	1st	14.1	4th	27.7.1.4	1st
7	153rd	15	9th	27.8	2nd
7.1	2nd	16	4th	27.9	3rd
8	51st	17	16th	28	6th
8.1	61st	18	17th	29	8th
8.2	8th	18.1	5th	30	3rd
9	57th	19	6th	31	8th
9.0.0.1	35th	20	15th	31.1	8th
9.0.0.1.1	1st	21	15th	32	7th
9.0.0.2	26th	21.1	3rd	33	6th
9.0.1	30th	22	25th	34	6th
9.0.1.1	10th	22.1	9th	35	4th
9.0.2	15th	23	9th	36	5th
9.0.2.1	Original	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

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TARIFF F.C.C. NO. 1
 18TH 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	1st	25-317	Original*	28-15	1st
25-272.1	Original	25-318	Original*	28-16	1st
25-273	1st	25-319	Original*	28-17	3rd
25-273.1	Original	25-320	Original*	28-18	2nd
25-274	Original	25-321	Original*	28-19	3rd
25-275	Original	26-1	Original	28-20	5th
25-276	Original	26-2	Original	28-21	1st
25-277	Original	26-3	Original	28-22	3rd
25-278	Original	26-4	Original	28-22.1	Original
25-279	Original	26-5	Original	28-23	2nd
25-280	Original	26-6	Original	28-23.1	Original
25-281	Original	26-7	Original	28-23.2	Original
25-282	Original	26-8	Original	28-24	4th
25-283	Original	26-9	Original	28-25	1st
25-284	Original	26-10	Original	28-26	5th
25-285	Original	26-11	Original	28-27	1st
25-286	Original	26-12	Original	28-28	3rd
25-287	Original	26-13	Original	28-29	3rd
25-288	Original	26-14	Original	28-30	2nd
25-289	Original	26-15	Original	28-31	4th
25-290	Original	26-16	Original	28-32	4th
25-291	Original	26-17	Original	28-33	3rd
25-292	Original	26-18	1st	28-34	6th
25-293	Original	26-19	Original	28-35	5th
25-294	Original	26-20	Original	28-36	2nd
25-295	Original	26-21	Original	28-36.1	1st
25-296	Original	26-22	Original	28-37	4th
25-297	Original	26-23	Original	28-38	1st
25-298	Original	26-24	Original	28-39	1st
25-299	Original	26-25	Original	28-39.1	2nd
25-300	Original	26-26	Original	28-39.2	2nd
25-301	Original	27-1	Original	28-39.3	3rd
25-302	Original	28-1	3rd	28-40	12th
25-303	Original	28.1.1	Original	28-41	3rd
25-304	Original	28-2	1st	28-42	3rd
25-305	Original	28-3	Original	28-43	4th
25-306	Original	28-4	Original	28-43.1	1st
25-307	Original	28-5	Original	28-44	Original
25-308	Original	28-6	1st	28-45	Original
25-309	Original	28-7	Original	28-46	Original
25-310	Original	28-8	1st	28-47	1st
25-311	Original	28-9	Original	28-48	1st
25-312	Original	28-10	4th	28-48.1	Original
25-313	Original	28-11	Original	28-48.2	Original
25-314	Original	28-12	Original	28-49	1st
25-315	Original	28-13	2nd		
25-316	Original*	28-14	1st		

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

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-316

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.51 Contract Tariff No. 48 – Price Flex Metro Ethernet Services¹

(N)

25.51.1 General Regulations

Metro Ethernet Services Offer (Contract Offer No. 48) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 25.51.3, and the Terms and Conditions in Section 25.51.4, to convert existing Subject Services in Section 25.51.2 at the discounted rates listed in Section 25.51.5. Subject Services provided under Contract Offer No. 48 are available only in the Pricing Flexibility Metropolitan Statistical Area (MSA) described in Section 23.2.

Contract Offer No. 48 is available for subscription from May 31, through July 1, 2007. This Contract Offer is not renewable.

25.51.2 Subject Services

- (A) Contract Offer No. 48 applies to the pricing flexibility qualified access services (Subject Services) contained in the following tariff sections:
- (1) BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No 1, Section 7 – Metro Ethernet Services.
- (B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as provided herein.

25.51.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 48 discounted rates:

- (A) Subject Services must be pricing flexibility qualified access services listed in Section 25.51.2(A).
- (B) Subject Services must be located in the Atlanta, GA MSA.

¹All material on this page is new.

EFFECTIVE: MAY 31, 2007

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.51 Contract Tariff No. 48 – Price Flex Metro Ethernet Services¹ (Cont'd) (N)

25.51.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be twelve (12) months, commencing on the date billing begins. Billing shall begin no later than thirty (30) calendar days after the Telephone Company has received a signed Letter of Subscription (LOS).

At the expiration of the Term Period, the Customer may choose from the payment options described in BellSouth Tariff F.C.C. No. 1 for Metro Ethernet. If, at the expiration of the Customer's contract Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.

This offer is not renewable.

(B) Rate Stability

Rate stability under Contract Offer No. 48 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Table in Section 25.51.5 of this Contract Offer. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer. Subject Services are also subject to general terms and conditions of BellSouth Tariff F.C.C. No. 1, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(C) The Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company.

(D) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.51 Contract Tariff No. 48 - Price Flex Metro Ethernet Services¹ (Cont'd) (N)

25.51.4 Terms and Conditions (Cont'd)

- (E) If the Customer discontinues service under Contract Offer No. 48 and/or terminates this Contract Offer in its entirety during the Term Period, or if the Customer breaches the Terms or Conditions of this Contract Offer or of any other applicable tariff provision, termination liability charges will apply in accordance with Section 25.51.9.
- (F) Any additional services, features or functions not included in Section 25.51.5 of this Contract Offer must be requested by the Customer, and will be provided by the Telephone Company according to Section 23 - Metropolitan Statistical Area Access Services.
- (G) The Customer must convert, at minimum, twenty (20) 2 Mbps Metro Ethernet Services in the Atlanta, GA MSA pursuant to this Contract Offer.
- (H) The Customer may not combine this Contract Offer with any other promotional offering, contract offer, or discount plan.

25.51.5 Rates and Charges

The Customer shall receive a 35 percent discount off the 12-24 month tariff rates in Section 7.5.22 for Monthly Recurring Charges (MRCs) for the USOCs listed in Table A, below, as applicable to Subject Services under this Contract Offer.

Table A

Rate Element	USOC
Premium Connection 2 MBps	MTEPO
Reporting Charge per connection - Full Service Relief Area	MTERC

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.51 Contract Tariff No. 48 - Price Flex Metro Ethernet Services¹ (Cont'd) (N)

25.51.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to BellSouth Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in BellSouth Tariff F.C.C. No. 1, Section 2.1.2, are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B) or (C) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty (50) percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

- (B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion to determine the credit worthiness of the assignee or transferee based on any information available.

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25 – CONTRACT TARIFFS

25.51 Contract Tariff No. 48 – Price Flex Metro Ethernet Services¹ (Cont'd) (N)

25.51.7 Mergers and Acquisitions

All provisions of this Contract Offer shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

25.51.8 Technology Upgrade

- (A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:
- (1) The Customer must meet all Eligibility Criteria outlined in Section 25.51.3, and the Terms and Conditions outlined in Section 25.51.4; and
 - (2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option.
- (B) The Customer will be responsible for all Non-Recurring Charges (NRCs) associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-321

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.51 Contract Tariff No. 48 – Price Flex Metro Ethernet Services¹ (Cont'd) (N)

25.51.9 Termination Liability

Termination liability shall apply as provided herein, in lieu of termination liability as provided in BellSouth Tariff F.C.C. No. 1, Section 2. Termination charges shall become due as of the effective date of the termination and are payable within thirty (30) days after the billing invoice date. The Customer's subscription to a Subject Service pursuant to this Contract Offer No. 48 shall terminate if the Customer elects to terminate the Subject Service, or if BellSouth terminates for Customer 's material breach of the Terms and Conditions governing the Subject Service, except as expressly provided to the contrary herein. If any Subject Service is so terminated, the Customer shall be liable for a termination charge, which shall be equal to fifty (50) percent of the MRC for the terminated Subject Services for the balance of the Term Period. The termination charge shall be calculated as MRC multiplied by the number of months remaining in the Term Period, multiplied by fifty (50) percent.

Example: A Customer with a \$5,000 MRC terminates service after three (3) months, and has nine (9) months remaining on the twelve (12) month Term Period. The termination liability would be calculated as:

$(\$5,000 \times 9 \text{ months}) \times 50\% = \$22,500$ termination liability charge.

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