

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
 893RD REVISED PAGE 1
 CANCELS 892ND REVISED PAGE 1

EFFECTIVE: MAY 31, 2007

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.

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1	893rd*	9.0.4.2	2nd	27.1	5th
1.1	8th	9.0.5	51st	27.2	8th
2	247th	9.0.5.1	40th	27.3	5th
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3	81st	9.0.5.2.1	19th*	27.5	1st
3.1	14th	9.0.5.2.2	Original*	27.5.1	2nd
4	178th	9.0.5.3	15th	27.6	6th
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5	163rd	9.1	Original	27.7	12th
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28-3	Original	28-43	4th		
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28-6	1st	28-45	Original		
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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)¹ (N)

25.52.1 General Regulations

OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Offer (Contract Offer No. 49) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 25.52.3, and the Terms and Conditions in Section 25.52.4, to purchase Subject Services in Section 25.52.2 at the discounted rates listed in Section 25.52.5. Subject Services provided under Contract Offer No. 49 are available only in the Pricing Flexibility Metropolitan Statistical Area (MSA) described in Section 23.2.

Contract Offer No. 49 is available for subscription from May 31, through July 1, 2007. This Contract Offer is not renewable.

25.52.2 Subject Services

- (A) Contract Offer No. 49 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 – SMARTRing Service.
- (B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

25.52.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 49 discounted rates:

- (A) Subject Services must be pricing flexibility qualified access services listed in Section 25.52.2(A);
- (B) Subject Services must be located in the Knoxville, TN MSA;

¹All material on this page is new.

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25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)¹ (Cont'd) (N)

25.52.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty-one (61) months, commencing on the date billing begins. Billing shall begin no later than thirty (30) calendar days after the Telephone Company has completed the installation and testing of the OC-12 SMARTRing, and has closed out the request in its service ordering systems. The Customer shall complete acceptance testing of the OC-12 SMARTRing within ten (10) business days after installation has been completed.

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 SMARTRing Service. 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 23.

This offer is not renewable.

(B) Rate Stability

Rate stability under Contract Offer No. 49 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Table in Section 25.52.5 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 F.C.C. Tariff No. 1, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

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25 – CONTRACT TARIFFS

25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)¹ (Cont'd) (N)

25.52.4 Terms and Conditions (Cont'd)

- (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.
- (E) If the Customer discontinues service under Contract Offer No. 49 and/or terminates this Contract Offer in its entirety during the Term Period, or if the Customer breaches any of the Terms or Conditions of this Contract Offer or any other applicable tariff provision, termination liability charges will apply in accordance with Section 25.52.9.
- (F) Any additional service, features or functions not included in Section 25.52.5 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 purchase, at minimum, one (1) OC-12 SMARTRing Service in the Knoxville, TN MSA pursuant to this Contract Offer. The Customer must submit its access service order for the OC-12 SMARTRing Service within thirty (30) days of contract subscription.
- (H) The Customer may not combine this Contract Offer with any other promotional, contract offering, or discount plan.

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25 – CONTRACT TARIFFS

25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) (Cont'd)¹ (N)

25.52.5 Rates and Charges

The Customer shall receive a 27 percent discount off the 61 - 96 month tariff rates as of the effective date of this Contract Offer for Monthly Recurring Charges (MRCs) for USOCs applicable to Subject Services under this Contract Offer, as provided in Table A, below.

Table A

Rate Element	USOC
Customer Node	SHNC1
Central Office Node	SHNH1
Mileage - Per Qtr Mile - Variable	1HVXX
Fixed Mileage	1HAFX
Mileage - Per Qtr Mile - Variable	1HAFX
Customer Channel Interface OC-3	SHN15
Customer Channel Interface DS3	SHNW8

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25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) (Cont'd)¹ (N)

25.52.6 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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25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) (Cont'd)¹ (N)

25.52.7 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.

25.52.8 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 25.52.3, and the Terms and Conditions outlined in Section 25.52.4; 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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25.52 Contract Tariff No. 49 - Price Flex OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)¹ (Cont'd) (N)

25.52.9 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. 49 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 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 50 percent.

Example: A Customer with a \$5,000 MRC terminates service after three (3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$(\$5,000 \times 24 \text{ months}) \times 50\% = \$60,000$ termination liability charge.

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