

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 1, 2007

TARIFF F.C.C. NO. 1
 895TH REVISED PAGE 1
 CANCELS 894TH REVISED PAGE 1

EFFECTIVE: JUNE 2, 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.

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1	895th*	9.0.4.2	2nd	27.1	5th
1.1	9th	9.0.5	52nd	27.2	8th
2	247th	9.0.5.1	40th	27.3	5th
2.1	94th	9.0.5.2	60th	27.4	6th
3	81st	9.0.5.2.1	20th*	27.5	1st
3.1	14th	9.0.5.2.2	Original	27.5.1	2nd
4	179th	9.0.5.3	16th	27.6	6th
4.1	23rd	9.0.5.4	2nd	27.6.1	1st
5	163rd	9.1	Original	27.7	12th
5.1	108th	10	2nd	27.7.1	7th
5.1.0.1	5th	11	11th	27.7.1.1	4th
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8	51st	17	16th	29	8th
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9.0.4	19th	26	1st		
9.0.4.0.1	13th	27	6th		

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* New or Revised Page

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 20TH REVISED PAGE 9.0.5.2.1
 CANCELS 19TH REVISED PAGE 9.0.5.2.1

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.53 Contract Tariff No. 50 – Price Flex Special Access Service¹

(N)

25.53.1 General Regulations

Special Access Offer (Contract Offer No. 50) is an access service discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 25.53.3 and the Terms and Conditions in Section 25.53.4 to purchase Subject Services in Section 25.53.2 at the discounts listed in Section 25.53.5. Subject Services provided under Contract Offer No. 50 are available only in the Pricing Flexibility Metropolitan Statistical Area (MSA) described in Section 25.53.3

Contract Offer No. 50 is available for subscription from June 2, 2007 through July 2, 2007. This Contract Offer is not renewable.

25.53.2 Subject Services

(A) Contract Offer No. 50 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 – Special Access Services.

(B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

25.53.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 50 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 25.53.2(A); and

(B) Subject Services must be located in the following MSA: Birmingham, AL.

¹All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.53 Contract Tariff No. 50 – Price Flex Special Access Service¹ (Cont'd) (N)

25.53.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be ninety-six (96) months, commencing on the date billing begins. Billing shall begin no later than thirty (30) days after the Telephone Company has completed the installation, testing, and acceptance of the OC12 SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) Access Service Request (ASR), and has closed out the request in its service ordering systems.

At the expiration of the Term Period, the Customer may choose from the payment options described in BellSouth Tariff F.C.C. No. 1, Section 7, as applicable, to the relevant Subject Services. 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 Contract Offer is not renewable.

(B) Rate Stability

Rate stability under Contract Offer No. 50 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Table in Section 25.53.5 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.

(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. 50 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 of any other applicable tariff provision, termination liability charges will apply in accordance with Section 25.53.9.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.53 Contract Tariff No. 50 – Price Flex Special Access Service¹ (Cont'd) (N)

25.53.4 Terms and Conditions (Cont'd)

- (F) The Customer must purchase one (1) new OC12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a Transport Payment Plan (TPP), Plan C (61 - 96 months), to qualify for the discounts under this Contract Offer. At the end of the TPP term, the rates available under this Contract Offer shall be discontinued.
- (G) The Customer must submit its ASR for the OC12 SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) Subject 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
- (I) The rates in this Contract Tariff will not apply:
 - (1) When UNEs or combination of UNEs are commingled with the services in this Contract Tariff.
 - (2) For lower level circuits riding the capacity on the services herein.
 - (3) For interfaces or other optional features and functions other than those specified herein.

25.53.5 Rates and Charges for Subject Services

- (A) The Customer will receive a twenty (20) percent discount on the FCC Plan C (61-96 months) rate for OC12 SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) Service, as described in Section 23. The Telephone Company shall apply the discount in the form of a monthly billing credit, one (1) month in arrears. This discount will apply during the service term selected by the Customer for the OC12 SMARTRing (a.k.a. BellSouth SPA Dedicated Ring Service). This discount will be applied only to the following USOCs:

1HVXX, 1HAXX, 1HNXX, 1HNZX, 1HXFX, SHNC1, SHNH1
- (B) Generally applicable rates and charges for Subject Services are provided in Section 23. The Company reserves the right to change the rates, charges, terms and conditions for services in Section 23 and other sections of this Tariff.

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25 – CONTRACT TARIFFS

25.53 Contract Tariff No. 50 – Price Flex Special Access Service¹ (Cont'd) (N)

25.53.6 DS1 Incentive Credit

- (A) The Customer will receive incentive credits against the Customer's billing for DS1 services in the amounts set forth below, during the first two (2) years of the Term Period, if the Customer qualifies for such credits as provided below. Incentive credits will be applied during the first billing period after the Customer has achieved each of the quantity thresholds, below. Total DS1 incentive credits will not exceed \$672,000.
- (B) All new and converted DS1 services ordered in the Birmingham, AL LATA will be considered in qualifying the Customer for incentive credits, subject to the requirements below; however, credits will be applied only against billing for qualifying DS1 services in the Birmingham, AL MSA.
- (C) To be considered in qualifying for incentive credits, DS1 services must satisfy the following requirements:
 - (1) Services must be purchased new or converted subject to this Contract Offer;
 - (2) Services must remain in service for a minimum of three (3) months; and
 - (3) Services must subtend optical services purchased from the Telephone Company and have a minimum capacity of an OC12.
- (D) Incentive credits will be applied according to the following quantity thresholds:
 - (1) For the first 500 new or converted DS1 services that are purchased subject to this Contract Offer (of which a minimum of 327 must be located in the Birmingham MSA), the Customer will qualify for a credit of \$224k.
 - (2) For the first 1000 new or converted DS1 services (including the first 500) purchased subject to this Contract Offer (of which a minimum of 327 must be located in the Birmingham MSA), the Customer will qualify for an additional credit of \$224k.
 - (3) For the first 1500 new DS1 orders (including the first 1000) purchased subject to this Contract Offer (of which a minimum of 327 must be located in the Birmingham MSA), the Customer will qualify for an additional credit of \$224k.
- (E) Taxes and credits will be computed on the full tariff price for the service in this Contract Offer. Credits will not be applied to taxes.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.53 Contract Tariff No. 50 – Price Flex Special Access Service¹ (Cont'd) (N)

25.53.7 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

25.53 Contract Tariff No. 50 – Price Flex Special Access Service¹ (Cont'd) (N)

25.53.8 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.

25.53.9 Termination Liability

Termination liability shall apply as provided in this Contract Offer in addition to any termination liability otherwise applicable to Subject Services pursuant to this tariff, including any termination liability applicable pursuant to any term payment plan.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

In the event the OC12 SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) Subject Service is disconnected prior to the expiration of the Plan C term period selected by the Customer for that Subject Service, or if the Customer breaches any Term or Condition of this Contract Offer or of any other applicable tariff provision, the Customer shall, in addition to the otherwise applicable termination liability charges for the Subject Service, repay any DS1 Incentive Credits as follows:

- (A) 100 percent of credits received since the commencement of the Term Period, if disconnection or breach takes place in Year 1 of the term;
- (B) 75 percent of credits received since the commencement of the Term Period if disconnection or breach takes place in Year 2 of the term; or
- (C) 50 percent of credits received since the commencement of the Term Period if disconnection or breach takes place after Year 2 of the term.

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