

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.1 Contract Tariff – No. 001 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on September 25, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 001 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.1.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.1.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's contract term under this Contract Tariff is 36 months. (N)
At the end of the contract term, the incentives provided in this (N)
Contract Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's contract term and the Access (N)
Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
only include monthly recurring revenues for the combined MSAs shown (N)
below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-2
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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.1 Contract Tariff – No. 001 (Cont'd)

25.1.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.1.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Lie (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 25, 2001

- ACCESS SERVICE (N)
- 25 - Contract Tariffs (Cont'd) (N)
- 25.1 Contract Tariff – No. 001 (Cont'd) (N)
- 25.1.1 General Regulations (Cont'd) (N)
- (D) Minimum Revenue Volume for the Combined MSAs (N)
- The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.1.2, following. These revenues are for the combined MSAs set forth in Section 25.1.1.B., preceding, and for the services described in Section 25.1.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
- (E) Rates and Charges (N)
- The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (F) Classifications, Practices and Regulations (N)
- (1) Application of Contract Tariff Incentives (N)
- In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.1.2 following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows: (N)
- (a) Annual Incentive (N)
- An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.1.2 following pursuant to the following conditions. (N)
- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
 - The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.1.1.F.2. following. (N)

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ISSUED: AUGUST 24, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-4

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.1.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenues at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.1.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
- The customer will receive the Product Suite Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual revenue.	(N) (N) (N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Advancement of the First Year's Incentives</u>	(N)
- The customer may receive an advancement of the first contract year's Annual Incentive and Product Suite Annual Incentive. This advancement is contingent on the customer achieving by December 31, 2001, 38% of the first contract year's annual minimum-billed revenue volume and 38% of the product suite total annual minimum revenue as shown in Tables 1 and 2 of 25.1.2 following. The Annual Incentive will be computed on incremental revenue exceeding 38% of the annual minimum-billed revenue using the incentive percentage shown in the first band of Table 1 in 25.1.2 following. The Product Suite Annual Incentive will be equivalent to the dollar amount the customer is awarded for the Annual Incentive. The advancement will be credited to the customer's account by January 31, 2002.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- If the customer does not achieve the annual minimum-billed revenue volume at the end of the first year's contract term, the customer must repay the Company the full amount of the advancement and will be billed thirty days following the contract anniversary date. In addition, Shortfall Penalty regulations will apply as specified in 25.1.1.F.2 following.	(N) (N) (N) (N) (N) (N)
- If the customer achieves the annual minimum-billed revenue volume at the end of the first year's contract term, the Annual Incentive earned by the customer will be adjusted by the amount of the advancement (i.e., (Annual Incentive + Product Suite Annual Incentive earned) – Advancement = Adjusted Incentive). If the Adjusted Incentive is positive, the customer's account will be credited by the Adjusted Incentive thirty days following the customer's contract anniversary date. In the event the Adjusted Incentive is negative, the customer will be billed the Adjusted Incentive thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.1.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any year of the contract term, the customer will not receive for such year the Annual Incentive as described in 25.1.1.F.1.a, preceding.	(N)
Failure to achieve the annual minimum-billed revenue for any year of the contract term will result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date.	(N)
The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.1.1.F.1.b, preceding.	(N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) Incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.1.2 following.	(N) (N) (N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this contract tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(5) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite minimum annual revenues.	(N) (N) (N) (N)
(6) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to terminate the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.1 Contract Tariff – No. 001 (Cont'd)

25.1.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives for each contract term year. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. For example, if the customer achieved revenue of \$345,200,000 at the end of the first year's contract term, the Annual Incentive will be \$14,359,465 (i.e., $(345,200,000 - 305,859,000) \times 36.5\%$). The maximum revenue eligible for an Annual Incentive in each contract term year is shown in Table 1 below. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$305,859	\$355,745	\$413,767
(%) Annual Incentives			
35.5%	>\$305,859 - 324,027	>\$355,745 - 376,876	>\$413,767 - 438,344
36%	>\$324,027 - 340,228	>\$376,876 - 395,720	>\$438,344 - 460,262
36.5%	>\$340,228 - 357,240	>\$395,720 - 415,506	>\$460,262 - 483,275
Maximum Revenues	\$357,240	\$415,506	\$483,275

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the amount the customer is awarded for the Annual Incentive as specified in 25.1.2.A.1 above. For example, if the customer achieved product suite total annual revenues of \$94,200,000 for the first contract term year, the Product Suite Annual Incentive will be \$14,359,465 (see above example in 25.1.2.A.1. above).

Table 2	Product Suite Annual Minimum Revenue (\$thousands)		
	Year 1	Year 2	Year 3
Product Suite			
SMARTRing Service(a.k.a. BellSouth SPA Dedicated Ring)	\$66,780	\$82,291	\$102,400
LightGate Service (a.k.a. BellSouth SPA Point to Point)	\$26,747	\$29,798	\$33,521
*Total Annual Minimum Revenue	\$93,527	\$112,089	\$135,921

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.2 Contract Tariff – No. 002 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on November 17, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 002 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.2.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.2.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's contract term under this Contract Tariff is 36 months. (N)
At the end of the contract term, the incentives provided in this (N)
Contract Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's contract term and the Access (N)
Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall only include monthly recurring revenues for the (N)
combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE
25 – Contract Tariffs

25.2.1 Contract Tariff – No. 002 (Cont'd)

(B) Metropolitan Statistical Areas (Cont'd)

- (2) If the Company receives Full Service Relief in any additional MSA during the customer's term under this Contract Tariff, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes the additional MSA, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will provide adjusted revenue volumes in Tables 1 and 2 of 25.2.2, following, to account for the additional MSA. The same methodology used to derive the revenue volumes for the MSAs specified in this Contract Tariff shall be used to derive the revenue volumes for the proposed new Contract Tariff. The proposed new Contract Tariff will contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term for the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

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ISSUED: DECEMBER 20, 2002

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ACCESS SERVICE
25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff shall include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.2.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE

25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(C) Description of Services (Cont'd)

- (2) If the Company introduces a new Access Service(s) during the customer's term under this Contract Tariff and such service(s) are afforded Pricing Flexibility according to the Federal Communications Commission's Pricing Flexibility rules and the service(s) are included in one or more other Contract Tariffs under this Section, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes such additional service(s). The term for the proposed new Contract Tariff will be for the remaining months in the customer's contract term under this Contract Tariff and the minimum revenue volumes in 25.2.2, Table 1, following, will be adjusted to account for the additional service(s). The proposed new Contract Tariff shall contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.2.2, following. These revenues are for the combined MSAs set forth in Section 25.2.1.B., preceding, and include any of the services described in Section 25.2.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and have not been adjusted to reflect credits or discounts given in arrears from existing pricing plans the customer may subscribe to in other sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. The Company will provide these services in accordance with the Federal Communications Commission's rules and regulations.	(N) (N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and product suite total annual minimum revenue each contract term year as shown in Tables 1 and 2 in Section 25.2.2, following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N)
(a) <u>Annual Incentive</u>	(N)
An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.2.2 following pursuant to the following conditions.	(N) (N) (N) (N) (N)
- The customer will receive the Annual Incentive each year of the contract term one month in arrears of the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.2.1.F.2, following.	(N) (N) (N) (N) (N)

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Atlanta, Georgia 30375
ISSUED: OCTOBER 16, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-14

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.2.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenues at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.2.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term one month in arrears of the customer's contract anniversary date.	(N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Advancement of the First Year's Incentives</u>	(N)
The customer may receive an advancement of the first contract year's Annual Incentive and Product Suite Annual Incentive. This advancement is contingent on the customer achieving by November 19, 2001, 16.7% of the first contract year's annual minimum-billed revenue volume and 16.7% of the product suite total annual minimum revenue as shown in Tables 1 and 2 of 25.2.2 following. The Annual Incentive will be computed on incremental revenue exceeding 16.7% of the annual minimum-billed revenue using the incentive percentage shown in the first band of Table 1 in 25.2.2 following. The Product Suite Annual Incentive will be equivalent to the same dollar amount the customer is awarded for the Annual Incentive. The advancement will be credited to the customer's account by December 19, 2001.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume at the end of the first year's contract term, the customer must repay the Company the full amount of the advancement and will be billed this amount on the customer's contract anniversary date, one month in arrears. In addition, Shortfall Penalty regulations will apply as specified in 25.2.1.F.2 following.	(N) (N) (N) (N) (N) (N) (N)
If the customer achieves the annual minimum-billed revenue volume at the end of the first year's contract term, the Annual Incentive earned by the customer will be adjusted by the amount of the advancement (i.e., (Annual Incentive + Product Suite Annual Incentive earned) – Advancement = Adjusted Incentive). If the Adjusted Incentive is positive, the customer's account will be credited by the amount of the Adjusted Incentive on the customer's contract anniversary date, one month in arrears. In the event the Adjusted Incentive is negative, the customer will be billed the Adjusted Incentive on the customer's contract anniversary date, one month in arrears.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.2.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any year of the contract term, the customer will not receive for such year the Annual Incentive as described in 25.2.1.F.1.a, preceding.	(N)
Failure to achieve the annual minimum-billed revenue for any year of the contract term will result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N)
The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.2.1.F.1.b, preceding.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions:	(N) (N) (N)
- The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff.	(N) (N) (N)
- The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.2.2.	(N) (N) (N) (N) (N)
- The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer.	(N) (N) (N) (N) (N)
- The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff.	(N) (N)
(b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.2.2 following.	(N) (N) (N)
(c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff.	(N) (N) (N) (N)
(d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4.B (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this contract tariff and ending with the last bill period prior to the customer's contract anniversary date. The Company will not accept customer disputes regarding the revenue accumulation method specified herein (i.e., arrearages and partial month payments).	(N) (N) (N) (N) (N) (N) (N)
(5) <u>Adjustments to Monthly Revenues</u>	(N)
The Company will adjust the customer's monthly recurring revenues each month due to rate changes resulting from expired contracts under the Transport Payment Plan (TPP).	(N) (N) (N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual billed revenues and product suite annual minimum revenues.	(N) (N) (N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Transport Payment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(8) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(b) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff except as noted in 25.2.1.F.8.c, below. The customer's ACNAs specified in the Letter of Agreement for Firm Order Commitment will be used to determine the customer's annual billed revenue volume.	(N)
The customer may not use Transfer of Service as specified in Sections 6.7.1(C)(4), 7.4.1(C)(4), 21.5.2(D) of this Tariff to change the ACNA of a service that is provided under an ACNA not in the Letter of Agreement to an ACNA that is included in the Letter of Agreement.	(N)
A customer may disconnect a service provided under an ACNA not in the Letter of Agreement and install a new service under an ACNA that is included in the Letter of Agreement. Normal nonrecurring charges and termination liabilities will apply as specified in Section 23 of this Tariff. If it is determined that revenues have been included from ACNAs not specified in the Letter of Agreement, the incentives provided under this Contract Tariff will be recalculated excluding such revenues.	(N)

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25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(8) Mergers and Acquisitions (Cont'd)

- (c) In the event of a merger or acquisition, the customer may request the Company to prepare a proposal for a new Contract Tariff that reflects the merger or acquisition, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will adjust revenue volumes in Tables 1 and 2 in 25.2.2, following, to reflect the merger or acquisition. The proposed new Contract Tariff shall contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those specified in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time of the proposed new Contract Tariff filing.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the Contract Tariff. The customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

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ACCESS SERVICE
 25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives for each contract term year. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. For example, if the customer achieved revenue of \$312,330,000 at the end of the first year's contract term, the Annual Incentive will be \$9,089,560 (i.e., [(\$312,330,000 – \$285,596,000) X 34%]. The maximum revenue eligible for an Annual Incentive in each contract term year is shown in Table 1 below. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$285,596	\$332,035	\$386,024
(%) Annual Incentives			
33.5%	> \$285,596 - 299,877	> \$332,035 - 348,636	> \$386,024 - 405,325
34%	> \$299,877 - 314,156	> \$348,636 - 365,238	> \$405,325 - 424,626
34.5%	> \$314,156 - 328,436	> \$365,238 - 381,840	> \$424,626 - 443,927
Maximum Revenues	\$328,436	\$381,840	\$443,927

(2) Table 2 below provides the product suite and the product suite total annual revenue for each year of the contract term. The customer must achieve each year's total annual revenue in order to receive a Product Suite Annual Incentive, which is equivalent to the same amount the customer receives for the Annual Incentive as specified in 25.2.2.A.1 above. For example, if the customer achieved product suite total annual revenues in the first year of \$198,531,000 the Product Suite Annual Incentive will be \$9,089,560 (see example in 25.2.2.A.1. above).

Table 2	Product Suite Annual Revenue (\$thousands)		
	Year 1	Year 2	Year 3
LightGate Service (a.k.a. BellSouth SPA Point to Point)	\$55,789	\$67,121	\$82,217
DSL (a.k.a. BellSouth SPA DSL)	\$135,970	\$160,474	\$189,351
Total Revenue	\$191,759	\$227,595	\$271,569

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.3 Contract Tariff – No. 003 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on November 24, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 003 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.3.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.3.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 36 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Charlotte, Daytona Beach, Gainesville, Greensboro-Winston (N)
Salem, Memphis, Miami-Ft. Lauderdale, Melbourne, Orlando, Raleigh- (N)
Durham, Wilmington (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.3.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.3.2, following. These revenues are for the combined MSAs set forth in Section 25.3.1.B., preceding, and for the services described in Section 25.3.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.3.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.3.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.3.1.F.2, following.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: OCTOBER 23, 2001

TARIFF F.C.C. NO. 1
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ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.3 Contract Tariff – No. 003 (Cont'd) (N)

25.3.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.3.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.3.1.F.1.a, preceding. (N)
(N)
(N)
(N)
(N)
(N)

The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
(N)
(N)
(N)

The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue. (N)
(N)
(N)

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(N)

25 – Contract Tariffs

(N)

25.3 Contract Tariff – No. 003 (Cont'd)

(N)

25.3.1 General Regulations (Cont'd)

(N)

(F) Classifications, Practices and Regulations (Cont'd)

(N)

(1) Application of Contract Tariff Incentives (Cont'd)

(N)

(c) Product Level Quarterly Incentive

(N)

The two products shown in Section 25.3.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:

$$\binom{N}{N}$$
$$(N)$$
$$(N)$$
$$(N)$$

(N)

- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.3.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.3.1.F.2 following.

(N)

$$\mathbb{N}$$
$$(N)$$
$$(N)$$

(N)

$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$

(N)
(N)

(N)

$$\binom{N}{n}$$
$$(N)$$
$$(N)$$

(N)

$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$

(N)
(N)

$$\begin{pmatrix} N \\ N \end{pmatrix}$$

(N)

$$(N)$$
$$(N)$$
$$(N)$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$
$$\begin{pmatrix} N \\ N \end{pmatrix}$$

(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$10,140,300. The customer will be awarded an Annual Incentive of \$40,215 computed using Table 1 in 25.3.2 as follows:	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$10,140,300 - \$9,336,000) \times 5\% = \$40,215$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$9,140,240, using Table 2 in 25.3.2. The customer will be awarded a Product Suite Annual Incentive of \$40,215, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$190,650, \$210,844, \$220,750	(N)
Product #2: \$495,741, 502,598, \$509,798	(N)
Total Products #1 and #2: \$2,130,381	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 3 of 25.3.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$63,911 computed as follows:	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$190,650 + \$210,844 + \$220,750) \times 3\%] + [(\$495,741 + \$502,598 + \$509,798) \times 3\%] = \$63,911$	(N)
	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.3.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.3.1.F.1.a, preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
Failure to achieve the annual minimum-billed revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.3.1.F.1.b, preceding.	(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Con'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.3.2 following.

(c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.b (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff.

(4) Revenue Accumulation by Bill Period

The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: OCTOBER 23, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-30

EFFECTIVE: OCTOBER 24, 2001

- ACCESS SERVICE (N)
25 – Contract Tariffs (Con'd) (N)
- 25.3 Contract Tariff – No. 003 (Cont'd) (N)
- 25.3.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (7) Mergers and Acquisitions (N)
In the event the customer merges with another company or is acquired (N)
by another company, the following regulations will apply: (N)
- (a) The customer may not combine revenues with the merged or acquired (N)
company's revenues for the purpose of obtaining the incentives (N)
provided under this Contract Tariff. (N)
- (b) The customer may continue subscribing to this Contract Tariff for (N)
the duration of the contract term provided that the customer (N)
continues the subscription as if it were a single entity prior to (N)
the merger or acquisition. (N)
- (c) The Company reserves the right to cancel the customer's (N)
subscription to this Contract Tariff if the customer does not (N)
adhere to the provisions herein. (N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.3.1.F.1.d, preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$9,336	\$11,064	\$13,044
(%) Annual Incentives			
2.5%	>\$9,336 - 9,803	>\$11,064 - 11,617	>\$13,044 - 13,696
5%	>\$9,803 - 10,270	>\$11,617 - 12,170	>\$13,696 - 14,349
7.5%	>\$10,270 - 10,737	>\$12,170 - 12,723	>\$14,349 - 15,001
Maximum Revenues	\$10,737	\$12,723	\$15,001

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.3.2.A.1 above.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
Product Suite	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$2,697	\$3,195	\$3,767
DS1 (a.k.a. BellSouth SPA DS1)	\$6,029	\$7,145	\$8,424
*Total Annual Minimum Revenues	\$8,726	\$10,340	\$12,191

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%	3%
DS1 (a.k.a. BellSouth SPA DS1)	3%	3%	3%

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.4 Contract Tariff – No. 004 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on December 9, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 004 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.4.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.4.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 36 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
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ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-33
CANCELS ORIGINAL PAGE 25-33
EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.4.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.4.2, following. These revenues are for the combined MSAs set forth in Section 25.4.1.B., preceding, and for the services described in Section 25.4.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.4.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.4.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.4.1.F.2, following.

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ISSUED: NOVEMBER 8, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-35

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.4.2, Table 2, following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.4.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

(N)

25 - Contract Tariffs (Cont'd)

(N)

25.4 Contract Tariff – No. 004 (Cont'd)

(N)

25.4.1 General Regulations (Cont'd)

(N)

(F) Classifications, Practices and Regulations (Cont'd)

(N)

(1) Application of Contract Tariff Incentives (Cont'd)

(N)

(c) Product Level Quarterly Incentive

(N)

The two products shown in Section 25.4.2, Table 3 following are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:

$$\begin{pmatrix} (N) \\ (N) \\ (N) \\ (N) \\ (N) \end{pmatrix}$$

- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.4.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter's incentive award will be delayed until the second quarter. If the second quarter's objective is not met, the incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter's objective, the incentives for the first, second and third quarters will be awarded to the customer.
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.4.1.F.2 following.

(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)

(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)

(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)(Z)

EFFECTIVE: NOVEMBER 9, 2001

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$13,540,300. The customer will be awarded an Annual Incentive of \$46,665 computed using Table 1 in 25.4.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$13,540,300 - \$12,607,000) \times 5\% = \$46,665$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer exceeded the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$10,750, using Table 2 in 25.4.2. The customer will be awarded a Product Suite Annual Incentive of \$46,665, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in Example 1 above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$351,750, \$401,678, \$422,504	(N)
Product #2: \$394,725, 410,210, \$426,790	(N)
Total Products #1 and #2: \$2,407,657	(N)
	(N)
The customer achieved the scheduled first quarter objective of 25% of the first year's annual minimum-billed revenue shown in Table 1 of 25.4.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$72,229.71 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
	(N)
$[(\$351,750 + \$401,678 + \$422,504) \times 3\%] + [(\$394,725 + \$410,210 + \$426,790) \times 3\%] = \$72,229.71$	(N)
	(N)

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve each year's annual minimum-billed revenue volume specified in 25.4.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.4.1.F.1.a, preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
Failure to achieve the annual minimum-billed revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.4.1.F.1.b, preceding.	(N)

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.4.2 following.

(c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.B (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff.

(4) Revenue Accumulation by Bill Period

The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(7) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

- (a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.
- (b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.
- (c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

(8) Training Services

Customers subscribing to this Contract Tariff may receive one (1) training session in each contract term year with a maximum of three (3) training sessions during the term of this Contract Tariff.

Each training session will consist of one course selected by the customer from a course listing provided on the Company's training website at www.interconnection.bellsouth.com/training/. This website also outlines the course cancellation policy.

The following regulations will also apply:

- (a) The customer must submit training requests thirty days (30) prior to the customer's desired training date. The training sessions will be scheduled based on instructor availability.
- (b) Each course will be conducted by a Company instructor and shall have a maximum of fifteen (15) students.
- (c) Each course will be conducted for a three-day consecutive period and will last eight hours each day.
- (d) The Company will be responsible for providing training materials for each course.
- (e) Each course will be conducted at a training site designated by the customer within the Continental United States.

EFFECTIVE: NOVEMBER 9, 2001

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.4.1.F.1.d, preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$12,607	\$15,644	\$18,801
(%) Annual Incentives			
2.5%	>\$12,607 – 13,238	>\$15,644 – 16,426	>\$18,801 – 19,741
5%	>13,238 – 13,868	> 16,426 – 17,209	>19,741 – 20,681
7.5%	> 13,868 – 14,498	> 17,209 – 17,991	> 20,681 – 21,621
Maximum Revenues	\$14,498	\$17,991	\$21,621

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive as specified in 25.4.2.A.1 above.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
Product Suite	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$4,694	\$5,885	\$7,086
SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)	701	779	900
DSL (a.k.a. BellSouth SPA DSL)	4,718	6,113	7,549
*Total Annual Minimum Revenues	\$10,113	\$12,777	\$15,535

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%	3%

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.5 Contract Tariff – No. 005 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on January 20, 2005. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 005 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.5.1(B) below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.5.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 37 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall include monthly recurring revenues for the combined (N)
MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.5.1 Contract Tariff – No. 005 (Cont'd) (N)

(B) Metropolitan Statistical Areas (Cont'd) (N)

- (2) If the Company receives Full Service Relief in any additional MSA (N)
during the customer's term under this Contract Tariff, the Company, (N)
at the customer's request, will prepare a proposal for a new Contract (N)
Tariff that includes the additional MSA, provided the customer's (N)
remaining term under this Contract Tariff is at least 3 months. The (N)
proposed new Contract Tariff will provide adjusted revenue volumes in (N)
Tables 1 and 2 of 25.5.2, following, to account for the additional (N)
MSA. The same methodology used to derive the revenue volumes for the (N)
MSAs specified in this Contract Tariff shall be used to derive the (N)
revenue volumes for the proposed new Contract Tariff. The proposed (N)
new Contract Tariff will contain the same incentives as those (N)
specified in 25.5.2 of this Contract Tariff. (N)

Unless agreed to otherwise, the regulations for the proposed new (N)
Contract Tariff shall be the same as those set forth in this Contract (N)
Tariff, and the term for the proposed new Contract Tariff shall be (N)
for the number of months remaining in the customer's term under this (N)
Contract Tariff at the time the proposed new Contract Tariff is (N)
filed. (N)

Upon the customer's execution of a Letter of Agreement for Firm Order (N)
Commitment to accept the proposed new Contract Tariff, the Company (N)
will file the proposed new Contract Tariff. Notwithstanding any (N)
provisions in this Contract Tariff to the contrary, the customer may (N)
cancel its subscription to this Contract Tariff without termination (N)
liability if the customer subscribes to the proposed new Contract (N)
Tariff prepared in accordance with these provisions. (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
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ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.5.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(C) <u>Description of Services</u> (Cont'd)	(N)
(2) If the Company introduces a new Access Service(s) during the customer's term under this Contract Tariff and such service(s) are afforded Pricing Flexibility according to the Federal Communications Commission's Pricing Flexibility rules and the service(s) are included in one or more other Contract Tariffs under this Section, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes such additional service(s). The term for the proposed new Contract Tariff will be for the remaining months in the customer's contract term under this Contract Tariff and the minimum revenue volumes in 25.5.2, Table 1, following, will be adjusted to account for the additional service(s). The proposed new Contract Tariff shall contain the same incentives as those specified in 25.5.2 of this Contract Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in this Contract Tariff at the time the proposed new Contract Tariff is filed.	(N) (N) (N) (N) (N)
Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.	(N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 - Contract Tariffs	(N)
25.5 <u>Contract Tariff - No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.5.2, following. These revenues are for the combined MSAs set forth in Section 25.5.1(B), preceding, and for the services described in Section 25.5.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.	(N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N) (N)
(a) <u>Quarterly Incentive</u>	(N)
In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.5.2, Table 1 to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in any quarter, the customer will not be eligible for a Quarterly Incentive for such quarter.	(N) (N) (N) (N) (N) (N)
The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.5.2 to the total billed revenue achieved in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N)
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter X Applicable Incentive Percentage in Table 1) = First Quarterly Incentive	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentive</u> (Cont'd)	(N)
The second quarter's minimum-billed revenue is determined as fifty percent (50%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the second quarter's minimum-billed revenue volume, the Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenues the customer achieved from the beginning of the first quarter to the end of the second quarter of the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Second Quarter X Applicable Incentive Percentage in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive	(N) (N) (N) (N)
If the second Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the second quarter one month in arrears. If the second Quarterly Incentive is negative, the customer will not be awarded a second Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N) (N)
The third quarter's minimum-billed revenue is determined as seventy-five percent (75%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the third quarter's minimum-billed revenue, the third Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the third quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first and second quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage in Table 1) – (First and Second Quarterly Incentive Awards) = Third Quarterly Incentive	(N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentives</u> (Cont'd)	(N)
If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Annual Billed Revenue Achieved from Beginning First Quarter to Ending Fourth Quarter X Applicable Incentive Percentage in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive	(N) (N) (N) (N)
If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by December 31 st of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N)
The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.5.1.F.2, following, will apply.	(N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Quarterly Incentives</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.5.2, Table 2 following. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving a certain percentage of the product suite total annual minimum revenue each quarter. The customer will not be awarded a Product Suite Quarterly Incentive in any quarter if the customer does not achieve the product suite minimum revenue for such quarter. However, the customer will be awarded the Product Suite Quarterly Incentives for those quarter(s) in which product suite revenues were not achieved, if at the end of the fourth quarter the customer achieves the product suite total annual minimum revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
The first quarter's product suite minimum revenue is determined as twenty-five percent (25%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the first quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the first Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The second quarter's product suite minimum revenue is determined as fifty percent (50%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the second quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the second Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The third quarter's product suite minimum revenue is determined as seventy-five percent (75%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the third quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the third Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's product suite minimum revenue is determined as one hundred percent (100%) of the product suite annual minimum revenue for the contract term year. If the customer achieves the fourth quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the fourth Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

In the event the customer fails to achieve the fourth quarter's product suite minimum revenue, the customer will not be awarded a fourth quarter Product Suite Quarterly Incentive. Further, the customer must repay the Telephone Company any Product Suite Quarterly Incentives received for the first, second, and third quarters, and this amount will be billed to the customer one month in arrears of the customer's Contract Anniversary Date.

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's revenue volume¹ (first contract term year) with revenues of \$25,140,500. The customer will be awarded the first Quarterly Incentive of \$535,492.65 computed as follows:

$$\begin{aligned} &\$25,140,500 \times 2.13\% = \$535,492.65 \\ &(\text{Total Billed Revenue Achieved from Beginning First Quarter to} \\ &\text{Ending First Quarter}) \times \text{Applicable Incentive Percentage}^2 \text{ in Table 1} \\ &= \text{First Quarterly Incentive Award} \end{aligned}$$

- The customer achieves the second quarter's revenue volume¹ with cumulative revenues of \$51,876,200. The customer will be awarded the Second Quarterly Incentive of \$813,288.55 computed as follows:

$$\begin{aligned} &(\$51,876,200 \times 2.6\%) - \$535,492.65 = \$813,288.55 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Second Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - \text{First Quarterly Incentive Award} = \text{Second Quarterly} \\ &\text{Incentive Award} \end{aligned}$$

- The customer achieves the third quarter's revenue volume¹ with cumulative revenues of \$77,815,750. The customer will be awarded a Third Quarterly Incentive of \$1,180,230.68 computed as follows:

$$\begin{aligned} &(\$77,815,750 \times 3.25\%) - (\$535,492.65 + \$813,288.55) = \$1,180,230.68 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Third Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - (\text{First and Second Quarterly Incentive Award}) = \text{Third} \\ &\text{Quarterly Incentive Award} \end{aligned}$$

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.5.2.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.5.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

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ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(c) Examples of the Quarterly Incentives (Cont'd)

- The customer meets the fourth quarter's revenue volume¹ with a cumulative revenue achievement of \$106,050,220. The customer will be awarded a Fourth Quarterly Incentive of \$917,620.27 computed as follows.

$$(\$106,050,220 \times 3.25\%) - (\$535,492.65 + \$813,288.55 + \$1,180,230.68) = \$917,620.27$$

(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage² in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award

(d) Examples of Product Suite Quarterly Incentives

- The customer meets the first quarter's Product Suite revenue volume¹ (first contract year) with a revenue achievement of \$13,795,000. The customer will be awarded a Product Suite Quarterly Incentive of \$535,492.65, which is equivalent to the same dollar amount awarded for the First Quarterly Incentive shown in the above example in 25.5.1(F)(1)(c).
- The customer does not meet the second and third quarters' Product Suite revenue volumes and, therefore, will not be awarded the Product Suite Quarterly Incentives for these quarters. However, the customer will be awarded the second and third quarters' award at the end of the fourth quarter if the customer achieves the fourth quarter's Product Suite total annual revenue volumes.
- The customer meets the fourth quarter's Product Suite revenue volume¹ with a revenue achievement of \$55,750,000. The customer will be awarded a Product Suite Quarterly Incentive of \$2,911,139.50, which is equivalent to the amount the customer received for the second, third and fourth Quarterly Incentives in the above example in 25.5.1(F)(1)(c).

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.5.2.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.5.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.5.2, Table 1, following, as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to receive the Quarterly Incentives specified herein. If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer must repay the Telephone Company all Quarterly Incentives awarded for such year as described in 25.5.1(F)(1)(a), preceding.	(N)
Failure to achieve the annual minimum-billed revenue volume for any contract term year will also result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to receive the Product Suite Quarterly Incentives specified herein. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer must repay the Telephone Company all Product Suite Quarterly Incentives received for such year as described in 25.5.1(F)(1)(b), preceding.	(N)

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- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.5 Contract Tariff – No. 005 (Cont'd) (N)
- 25.5.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions: (N)
- The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff. (N)
 - The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.5.2. (N)
 - The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer. (N)
 - The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff. (N)
- (b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.5.2 following. (N)
- (c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff. (N)
- (d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4(B) (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. (N)

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BY: Operations Manager - Pricing
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Atlanta, Georgia 30375
ISSUED: DECEMBER 19, 2001

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EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's quarterly and annual billed revenue and product suite quarterly and annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(5) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N) (N) (N) (N) (N)
(6) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(b) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff except as noted in 25.2.1.F.8.c, below. The customer's ACNAs specified in the Letter of Agreement for Firm Order Commitment will be used to determine the customer's annual billed revenue volume.	(N)
The customer may not use Transfer of Service as specified in Sections 6.7.1(C)(4), 7.4.1(C)(4), 21.5.2(D) of this Tariff to change the ACNA of a service that is provided under an ACNA not in the Letter of Agreement to an ACNA that is included in the Letter of Agreement.	(N)
A customer may disconnect a service provided under an ACNA not in the Letter of Agreement and install a new service under an ACNA that is included in the Letter of Agreement. Normal nonrecurring charges and termination liabilities will apply as specified in Section 23 of this Tariff. If it is determined that revenues have been included from ACNAs not specified in the Letter of Agreement, the incentives provided under this Contract Tariff will be recalculated excluding such revenues.	(N)

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ACCESS SERVICE
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25.5 Contract Tariff – No. 005 (Cont'd)

25.5.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the annual incentives for each contract term year. The customer will be awarded four Quarterly Incentives each contract term year upon achieving the specified quarterly minimum-billed revenues set forth in 25.5.1(F)(1)(a), preceding. See 25.5.1(F)(1)(c) for examples. Table 1 below provides the maximum revenues eligible for the incentives specified herein.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$ 94,322	\$112,770	\$133,828
(%) Annual Incentives	Total Billed Revenue		
.83%	> \$ 94,322 - 96,680	> \$112,770 - 115,589	> \$133,828 - 137,174
1.65%	> \$ 96,680 - 99,038	> \$115,589 - 118,408	> \$137,174 - 140,520
2.13%	> \$ 99,038 - 101,160	> \$118,408 - 120,945	> \$140,520 - 143,531
2.6%	> \$101,160 - 103,754	> \$120,945 - 124,047	> \$143,531 - 147,211
3.25%	> \$103,754 - 106,112	> \$124,047 - 126,866	> \$147,211 - 150,557
3.95%	> \$106,112 - 108,470	> \$126,866 - 129,685	> \$150,557 - 153,903
Maximum Revenues	\$108,470	\$129,685	\$153,903

(2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving the specified product suite quarterly minimum revenue* described in 25.5.1(F)(1)(b), preceding. The Product Suite Quarterly Incentives will be equivalent to the same dollar amount the customer is awarded for the Quarterly Incentives described in 25.5.1(F)(1)(a), preceding. See 25.5.1(F)(1)(d) for examples.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
	Year 1	Year 2	Year 3
SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring)	\$17,445	\$21,333	\$26,355
DSL (a.k.a. BellSouth SPA DSL)	37,716	45,603	54,113
*Total Annual Minimum Revenues	\$55,161	\$66,936	\$80,468

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE
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25.6 Special Promotion - BellSouth ADSL Service (N)

25.6.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning May 2, 2002, and ending July 31, 2002. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of installed VCs, during the promotional period beginning May 2, 2002, and ending July 31, 2002, multiplied by the appropriate credit amount as set forth following. (N)
- (D) The check will be issued during the seventh month (i.e., February 2003) following the end of the promotional period. (N)
- (E) Installation of VCs must be completed prior to the end date of the promotional period in order to qualify for the credit. (N)
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit. (N)
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. (N)
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach and Wilmington (N)

EFFECTIVE: MAY 2, 2002

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25 – Contract Tariffs

25.6 Special Promotion – BellSouth ADSL Service (Cont'd) (N)

25.6.2 Description of Special Promotion (N)

(A) Special Promotional Offers (N)

This Special Promotion provides three promotional offers depending on the MSA in which the customer is located. They are Promotional Offer A, Promotional Offer B and Promotional Offer C, described as follows: (N)

(1) Promotional Offer A: (N)

(a) This offer is available to customers in the Atlanta, Miami and West Palm Beach MSAs. Customers will receive a one-time credit of \$40 for each new VC, as specified in 23.5.2.21(A)(1)(a), that is installed during the promotional period, provided that: (N)

- The total number of installed VCs is greater than the minimum demand target. (N)

- The customer's minimum demand target is equivalent to 80% of three (3) times the highest completed VC installation volume the customer attained in all MSAs listed in 25.6.1(G) preceding, as calculated by the Telephone Company, during any one of the following months: October, November, or December of 2001. (N)

(2) Promotional Offer B: (N)

(a) This offer is available to customers in the Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport and Wilmington MSAs. Customers will receive a one-time credit of \$80 for each new VC as specified in 23.5.2.21(A)(1)(a) that is installed during the promotional period, provided that: (N)

- The total number of installed VCs is greater than the minimum demand target. (N)

- The customer's minimum demand target is equivalent to 80% of three (3) times the highest completed VC installation volume the customer attained in all MSAs listed in 25.6.1(G) preceding, as calculated by the Telephone Company, during any one of the following months: October, November, or December of 2001. (N)

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25.6 Special Promotion – BellSouth ADSL Service (Cont'd) (N)

25.6.2 Description of Special Promotion (Cont'd) (N)

(A) Special Promotional Offers (Cont'd) (N)

3) Promotional Offer C: (N)

(a) This offer is available to customers in the Atlanta, Miami, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport, West Palm Beach and Wilmington MSAs. (N)

For each new Low Speed or High Speed, Asymmetric VC, and each new Symmetric VC as specified in 23.5.2.21(A)(2)(a) and 23.5.2.21(B)-(C) that is installed during the promotional period, customers will receive a credit of \$75 for VCs having a Month-To-Month commitment period and \$150 for VCs having a 13 month or greater commitment period, provided that: (N)

- During the promotional period, the customer must achieve a monthly total of at least 25 installed VCs to qualify to receive a credit. The credit will be provided up to a maximum of 300 installed VCs per month. (N)

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EFFECTIVE: JULY 1, 2005

ACCESS SERVICE
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25.7 Promotions (Beginning on or After June 1, 2002)

(T)

25.7.1 BellSouth ADSL Service – Promotion 1

25.7.1.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning June 1, 2002, and ending August 31, 2002.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of VCs installed during the promotional period, beginning June 1, 2002, and ending August 31, 2002, multiplied by the appropriate credit amount as set forth following.
- (D) The check will be issued during the seventh month (i.e., March 2003) following the end of the promotional period.
- (E) Installation of VCs must be completed on or before September 14, 2002, in order to qualify for the credit.
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit.
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff.
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach and Wilmington
- (H) The customer must elect this promotion not later than July 31, 2002, and in so doing is ineligible to receive credits under this tariff and credits under any other contract tariff promotion for BellSouth ADSL service currently in effect or that may become effective during the promotional period of this contract tariff. However, the customer will receive credits appropriate for either the contract tariff as specified in 25.6 or the contract tariff specified in 25.7.1, whichever is greater as calculated by the Telephone Company.

EFFECTIVE: JUNE 1, 2002

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- 25.7 Promotions (Cont'd) (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (Cont'd) (N)
- 25.7.1.2 Description (N)
- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of June 1, 2002 through August 31, 2002. (N)
- (1) For customers in the Atlanta, Miami and West Palm Beach MSAs: (N)
- (a) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$90 for each new VC that is installed during the period of June 1 through June 30, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 70% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (b) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$40 for each new VC that is installed during the period of July 1 through July 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 75% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (c) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$40 for each new VC that is installed during the period of August 1 through August 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 80% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (2) For customers in the Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport and Wilmington MSAs: (N)
- (a) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$130 for each new VC that is installed during the period of June 1 through June 30, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 70% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)

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- 25.7 Promotions (Cont'd) (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (Cont'd) (N)
- 25.7.1.2 Description (Cont'd) (N)
- (A) (Cont'd) (N)
- (2) Cont'd) (N)
- (b) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$80 for each new VC that is installed during the period of July 1 through July 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 75% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (c) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$80 for each new VC that is installed during the period of August 1 through August 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 80% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (B) BellSouth ADSL Service VCs specified in 7.2.17(C)(2) - (7) may be ordered under Terms and Conditions specified following during the period of June 1, 2002 through August 31, 2002. (N)
- (1) For customers in the Atlanta, Miami, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport, West Palm Beach and Wilmington MSAs: (N)
- (a) For each new VC that is installed during the period of June 1 through August 31, 2002, customers will receive a one-time credit of \$100 for VCs having a Month-To-Month commitment period and \$200 for VCs having a 13 month or greater commitment period. (N)

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25.7 Promotions

(N)

25.7.2 BellSouth ADSL Service – Promotion 2

(N)

25.7.2.1 General Regulations

(N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning December 14, 2002, and ending February 28, 2003.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) Customers will receive credits as described in 25.7.2.2(B), 25.7.2.2(C), 25.7.2.2(D), and 25.7.2.2(E) following.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff.
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville

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25.7 Promotions (Cont'd) (N)

25.7.2 BellSouth ADSL Service – Promotion 2 (Cont'd) (N)

25.7.2.2 Description (N)

(A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of December 14, 2002 through February 28, 2003. (N)
(N)

(B) Customer will receive a credit equal to the nonrecurring charge stated in 23.5.2.21 for Virtual Circuits on all orders placed and installed between December 14, 2002 and December 31, 2002. Credit will appear on customer's February 2003 invoice. (N)
(N)
(N)

(C) Customer will receive a credit equal to the first month's recurring charge stated in 23.5.2.21 for Virtual Circuits on all orders placed between December 14, 2002 and February 28, 2003 and installed within two calendar weeks after ordering. Credits will appear on customer's February, March, and April 2003 invoices. (N)
(N)
(N)
(N)

(D) If the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer between December 14, 2002 and December 31, 2002 is 50% to 100% less than the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer from December 1, 2002 through December 13, 2002, customer will receive a credit of \$50 multiplied by this difference. Credit will appear on customer's February 2003 invoice. (N)
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(E) If the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer between December 14, 2002 and December 31, 2002 is 25% to 49% less than the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer from December 1, 2002 through December 13, 2002, customer will receive a credit of \$25 multiplied by this difference. Credit will appear on customer's February 2003 invoice. (N)
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25.7 Promotions (N)

25.7.3 BellSouth ADSL Service – Promotion 3 (N)

25.7.3.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning January 15, 2003, and ending June 30, 2003. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) Customers will receive credits as described in 25.7.3.2(B), 25.7.3.2(C), and 25.7.3.2(D) following. (N)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff. (N)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville (N)

25.7.3.2 Description (N)

- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of January 15, 2003 through June 30, 2003. (N)
- (B) Customer will receive a credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003. Credit will appear on customer's second monthly invoice. (N)
- (C) Customer will receive an additional credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(B) and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003 under a 13 month or greater term agreement. Credit will appear on customer's second monthly invoice. (N)
- (D) Customer will receive a credit equal to the thirteenth month's recurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed between January 15, 2003 and June 30, 2003 and installed within two calendar weeks after ordering. Credit will appear on customer's fourteenth monthly invoice. (N)

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25.7 Promotions

25.7.5 BellSouth ADSL Service – Promotion 4

25.7.5.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period as described in 25.7.5.2.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) Customers will receive credits as described in 25.7.5.2 following.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff.
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville

25.7.5.2 Description

- (A) BellSouth ADSL Service VCs may be ordered under the Terms and Conditions specified following, during the period of March 22, 2003 through December 31, 2003. (C)
- (B) Customers ordering 100 or more BellSouth ADSL Virtual Circuits between March 22, 2003 and December 31, 2003 will receive a credit of \$40 against the nonrecurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits on all orders placed and installed between March 22, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
- (C) For new BellSouth ADSL Virtual Circuits ordered between May 1, 2003 and December 31, 2003, customers will receive a credit of \$5 against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$5 times the number of months that the new order is installed between May 1, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
- (D) Any BellSouth ADSL Virtual Circuit ordered and installed under this promotion that is disconnected prior to the completion of the minimum service period stated in 7.4.4 will not be eligible for the promotional credit.

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by DCI South

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 10, 2003

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EFFECTIVE: DECEMBER 11, 2003

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25.7.7 BellSouth ADSL Service – Promotion 5 (Cont'd)

25.7.7.2 Description (Cont'd)

- (A) For new BellSouth ADSL orders totaling 100 or more BellSouth ADSL Virtual Circuits between September 3, 2003 and February 1, 2004, customers will receive a credit of \$3 per Virtual Circuit against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$3 times the number of Virtual Circuits times the number of months that the new order is installed between September 3, 2003 and February 1, 2004. Credit will appear on the customer's invoice following the end of the promotional period (February 1, 2004).

25.7.8 BellSouth ADSL Service - Promotion 6

25.7.8.1 General Regulations for Promotion 6

- (A) BellSouth ADSL Service Promotion 6 provides a special promotion for new BellSouth ADSL 44.210 Mbps Transport Capacity EUA connections used in conjunction with new LightGate service (a.k.a. BellSouth SPA Point to Point Network) orders and is valid during the period as described in 25.7.8.2 following.
- (B) The rates and charges for BellSouth ADSL EUA and LightGate service (a.k.a. BellSouth SPA Point to Point Network) are set forth in Section 23 of this tariff. The Company reserves the right to change the rates and charges for services included in Section 23 of this Tariff.
- (C) Customers will receive credits as described in 25.7.8.2 following, for monthly recurring charges incurred during the promotional period October 29, 2003 through June 30, 2004. (C)
(C)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of the this Tariff.
- Montgomery, Daytona Beach, Gainesville, Jacksonville, Melbourne, Miami, Orlando, Pensacola, West Palm Beach, Atlanta, Savannah, Evansville, Louisville, Owensboro, Baton Rouge, Lafayette, Lake Charles, Monroe, Shreveport, Biloxi, Jackson, Charlotte, Greensboro, Raleigh-Durham, Wilmington, Chattanooga, Knoxville, Memphis, Nashville, Columbia, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville.

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25.7.8 BellSouth ADSL Service – Promotion 6 (Cont'd)

25.7.8.1 General Regulations for Promotion 6 (Cont'd)

- (E) At the end of the promotional period the customer may elect to retain their EUA connection at 44.210 Mbps Transport speed and LightGate service (a.k.a. BellSouth SPA Point to Point Network) at the current tariff rates or move to a DS1 connection (or multiple DS1's) at the current tariff rates with no penalty unless noted below.

(C) (x)
(C) (x)
(C) (x)

- (1) Customers who order new LightGate service (a.k.a. BellSouth SPA Point to Point Network) on a month to month basis must maintain connectivity to EUA at the customer's desire port speed for a minimum of 12 months beginning from the installation period. Early termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply for customers who disconnect prior to the 12-month minimum term.
- (2) Customers who order new LightGate service (a.k.a. BellSouth SPA Point to Point Network) via a contract or Transport Payment Plan must maintain connectivity to EUA at the 44.210 Mbps Transport speed for the minimum LightGate service (a.k.a. BellSouth SPA Point to Point Network) commitment term. Early termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply for customers who disconnect prior to the minimum term.
- (3) Customers who are currently ordering under contract or Transport Payment Plan that wish to migrate to EUA connectivity to take advantage of this Promotion must meet the following requirements. The customer must install a new LightGate service (a.k.a. BellSouth SPA Point to Point Network) in conjunction with the new BellSouth ADSL 44.210 Mbps Transport. Once they have migrated their existing PVC subs to EUA subs, the customer can disconnect their current ATM connection. Terminations charges will not apply as long as the customer has a new commitment period equal to or longer than their existing commitment period. If the customer does not sign a new commitment period equal to or longer than their existing commitment period termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply.

- (x) Issued to become effective on December 11, 2003 under authority of Special Permission NO. 03-106.

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25.7.8 BellSouth ADSL Service – Promotion 6 (Cont'd)

25.7.8.2 Description for Promotion 6

- (A) EUA Connections and LightGate service (a.k.a. BellSouth SPA Point to Point Network) must be ordered under the Terms and Conditions specified following, during the period October 29, 2003 through June 30, 2004.
- (B) Customers who order new 44.210 Mbps Transport Capacity orders in conjunction with new LightGate service (a.k.a. BellSouth SPA Point to Point Network) orders and activate a minimum of 25 new EUA DSL Subscribers will receive the following credit. Credits will appear on the Customer's invoice beginning the month following the first bill for installation.
 - (1) A monthly credit of 75% of the total monthly combined services as described: LightGate service (a.k.a. BellSouth SPA Point to Point Network) including Local Channel, CO Channel, Channel Interface and Mileage and EUA Connections.
- (C) For all Bulk Conversions, the VC Configuration Rearrangement Charge stated in Section 23.5.2.21(D)(1)(c) of this Tariff will be waived. However, for single conversions of PVCs, the charges described in Section 23.5.2.21(D)(1)(c) of this Tariff will still be applicable.

25.7.9 BellSouth ADSL Service – Promotion 7

25.7.9.1 General Regulations for Promotion 7

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning March 3, 2004 and ending June 30, 2005. (C)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23.5.2.21 of this Tariff. The Company reserves the right to change the rates and charges for these services.
- (C) Customers will receive credits as described in 25.7.9.2 following. Credits will appear on the Customer's invoice within two billing cycles following installation.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the Metropolitan Statistical Areas (MSAs) listed in Section 23.2(A) and (B) of this Tariff. The customers must meet the described requirements found below.

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25.7.9 BellSouth ADSL Service – Promotion 7 (Cont'd)

25.7.9.2 Description for Promotion 7

- (A) BellSouth ADSL Service VCs may be ordered and installed under the Terms and Conditions specified following, during the period March 3, 2004 through June 30, 2005. (C)
- (B) This Special Promotion will be conducted for the time period described above. At the end of each promotional month, the customer will qualify for a one-time credit for each additional VC that falls within a specified range of additional VCs as shown in (C) below. The non-recurring credits will only apply against BellSouth ADSL Service VCs.
- (C) Customers ordering BellSouth ADSL Virtual Circuits between March 3, 2004 and June 30, 2005 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 23.5.2.21 as shown below: (C)

Volume Bands

- Band 1: 25% off the applicable non-recurring charge per additional Virtual Circuits 1 to 10
- Band 2: 50% off the applicable non-recurring charge per additional Virtual Circuit of at least 11 to 25
- Band 3: 75% off the applicable non-recurring charge per additional Virtual Circuit of at least 26 to 40
- Band 4: 100% off the applicable non-recurring charge per additional Virtual Circuit of 41 or more beginning January 1, 2005 (C)

The band for each customer will be determined at the end of each promotion month. Virtual Circuits purchased from 28.2.10 and 28.3.9 will also count towards the total additional VCs to determine the credit level. (C)

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ACCESS SERVICE (N)
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25.7 Promotions (Cont'd) (N)

25.7.10 Special Promotion – BellSouth DS1 Diverse Service (N)

25.7.10.1 General Regulations (N)

(A) This tariff provides a Special Promotion for DS1 Diverse Service and is (N)
valid for the period beginning April 1, 2004, through September 30, (N)
2004, subject to the regulations, terms and conditions set forth herein. (N)

(B) The rates and charges for DS1 Diverse Service are set forth in Section (N)
23 of this Tariff. The Company reserves the right to change the terms, (N)
conditions, rates and charges for DS1 Diverse Service in Section 23 or (N)
other sections of this Tariff during the promotional period in (A) (N)
preceding, unless otherwise specified herein. (N)

(C) The regulations, terms and conditions for this Special Promotion shall (N)
apply for Zone 1 Metropolitan Statistical Areas (MSAs) that are equipped (N)
and operational for DS1 Diverse Service as of the effective date of this (N)
tariff. These Zone 1 MSAs must also be available in the following (N)
pricing flexibility MSAs: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, (N)
Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, (N)
Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, (N)
Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, (N)
Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, (N)
Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

25.7.10.2 Description of Special Promotion (N)

(A) This Special Promotion will be conducted for a 180-day period as set (N)
forth in 25.7.10.1(A), preceding. (N)

(B) The customer must subscribe to a new Transport Payment Plan (TPP), with (N)
a minimum 24-month contract term, for a new or existing BellSouth DS1 (N)
Diverse Service in order to receive a 15% credit each month on the DS1 (N)
Diverse Local Channel monthly rate for one-half the TPP contract term (N)
selected. (N)

(C) Unless otherwise noted herein, all TPP regulations in Section 2.4.8 of (N)
this Tariff shall apply, including termination liability regulations and (N)
waiver of nonrecurring charges when a minimum 12-month TPP contract term (N)
is selected. (N)

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ACCESS SERVICE (N)
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25.7 Promotions (Cont'd) (N)

25.7.10 Special Promotion – BellSouth DS1 Diverse Service Cont'd) (N)

25.7.10.3 Description of Special Promotion (Cont'd) (N)

(D) In addition to the TPP termination liability, this promotion will apply a termination penalty should the customer disconnect service prior to the end of the TPP term. The customer must repay all monthly credits received under this promotion up to the date of disconnect. (N)
(N)
(N)

(E) This promotion allows customers to receive rewards in the form of credits for the service offered under this promotion, and these credits will be applied to the customer's bill. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes. (N)
(N)
(N)
(N)
(N)

(F) Customers utilizing the month-to-month payment option for DS1 Diverse Service may participate in this promotion, but customers with an existing TPP may not participate in this promotion. (N)
(N)
(N)

(G) Monthly recurring credits given under this promotion will be applied to the customer's bill 30 days in arrears. (N)
(N)

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25.7 Promotions (Cont'd)

25.7.11 Special Promotion - BellSouth SPA Customer Network Management (CNM) - FlexServ Service (Cont'd) (C)

25.7.11.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth SPA CNM - FlexServ Service for use in conjunction with DS1 (a.k.a. BellSouth SPA DS1) service and is valid for the period beginning April 1, 2004, through June 30, 2004, subject to the regulations, terms and conditions set forth herein. (C)
- (B) The rates and charges for BellSouth SPA CNM - FlexServ Service and DS1 (a.k.a. BellSouth SPA DS1) service are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth SPA CNM - FlexServ Service and DS1 (a.k.a. BellSouth SPA DS1) service in Section 23 or other sections of this Tariff during the promotional period in (A) preceding, unless otherwise specified herein. (C)
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below: (C)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.7.11.2 Eligibility Requirements

- (A) This Special Promotion will run for the period specified in 25.7.11.1(A) above.
- (B) The customer must meet the following eligibility requirements in order to participate in this Special Promotion.
- (1) The customer's BellSouth SPA CNM - FlexServ Service and DS1 (a.k.a. BellSouth SPA DS1) service must be located in one of the MSAs specified in 25.7.11.1(C), preceding. (C)
- (2) The customer must have an existing Area Commitment Plan (ACP) set forth in 2.4.8(B) of this Tariff.
- (3) Effective April 23, 2004, customers with a BellSouth Premium Service Incentive Plan (PSIP), as set forth in 2.4.8(G) of this Tariff, may also participate in this promotion.

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25.7 Promotions (Cont'd)

25.7.11 Special Promotion - BellSouth SPA Customer Network Management (CNM) Service Cont'd) (C)

25.7.11.3 Description

(A) This Special Promotion will be conducted for a 90-day period and applies to BellSouth SPA CNM - FlexServ Service for use with DS1 (a.k.a. BellSouth SPA DS1) service. This promotion offers two options: (C)

(1) Option 1:

This option provides a 50% monthly credit, for a 12-month period, on the monthly recurring charges associated with BellSouth SPA CNM - FlexServ Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 24-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth SPA CNM - FlexServ Service Channel Connection within the 90-day promotional period. The BellSouth SPA CNM - FlexServ Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability shall apply. (C)

- A termination penalty will also apply under this promotion should the customer disconnect the BellSouth SPA CNM - FlexServ Service Channel Connection prior to the 24-month CSPP. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer. (C)

(2) Option 2:

This option waives all nonrecurring charges (if applicable) and provides a 50% monthly credit, for a 12-month period, on the monthly recurring charges associated with BellSouth SPA CNM - FlexServ Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 36-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth SPA CMM - FlexServ Service Channel Connection within the 90-day promotional period. The BellSouth SPA CNM - FlexServ Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability shall apply. (C)

- A termination penalty will also apply under this promotion should the customer disconnect the BellSouth SPA CNM - FlexServ Service Channel Connection prior to the 36-month CSPP. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer. (C)

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25.7 Promotions (Cont'd)

25.7.11 Special Promotion - BellSouth SPA Customer Network Management (CNM) - (C)
FlexServ Service Cont'd) (C)

25.7.11.3 Description (Cont'd)

- (B) This promotion allows customers to receive rewards in the form of credits for the service offered under this promotion, and these credits will be applied to the customer's bill. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (C) Monthly recurring credits given under this promotion will be applied to the customer's bill 30 days in arrears.
- (D) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date.

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25.7 Promotions (Cont'd)

25.7.12 Special Promotion – BellSouth Wavelength Service

25.7.12.1 General Regulations

(A) A Special Promotion for BellSouth Wavelength Service will be provided for a three-month period beginning August 1, 2004, through October 31, 2004, subject to the terms and conditions set forth herein.

(B) The terms, conditions, rates and charges for BellSouth Wavelength Service apply as set forth in Section 23 of this Tariff, unless otherwise specified herein. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth Wavelength Service in Section 23 or other sections of this Tariff during the promotional period in (A) preceding.

(C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below:

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.7.12.2 Promotion Description

(A) Customers must subscribe to a 12-month or greater Transport Payment Plan (TPP) for new BellSouth Wavelength Service during the period specified in 25.7.12.1(A) above in order to receive credits for two months of the applicable TPP monthly recurring charges for all rate elements associated with BellSouth Wavelength Service. Credit will be applied each month as set forth in (E) below.

(B) All TPP regulations including termination liability set forth in Section 2.4.8 of this Tariff shall apply for BellSouth Wavelength Service. In addition, a termination penalty will also apply with this promotion should the customer disconnect BellSouth Wavelength Service within 12 months of establishing the service. The customer will be required to repay all credits received under this promotion and the Company will bill such amount to the customer.

(C) Credits given under this promotion are in addition to credits the customer may receive under Transport Savings Plan (TSP) or Premium Service Incentive Plan (PSIP) as provided in Section 2.4.8 of this Tariff.

(D) This promotion allows customers to receive rewards in the form of credits for BellSouth Wavelength Service. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

(E) Monthly recurring credits given under this promotion will be applied to the customer's bill 30 days in arrears (i.e., the next month's bill period).

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25.7 Promotions (Cont'd)

25.7.13 Special Promotion–SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)

25.7.13.1 General Regulations

- (A) A Special Promotion for SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring) will be provided for a three-month period beginning August 1, 2004, through October 31, 2004, subject to the regulations, terms and conditions set forth herein.
- (B) The rates and charges for services in this promotion are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges for services in Section 23 or other sections of this Tariff during the promotional period in (A) preceding, unless otherwise specified herein.
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.7.13.2 Description of Special Promotion

- (A) This promotion provides a credit, as set forth in (B) below, when the customer orders the Surveillance feature in conjunction with a new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) during the promotional period above. The Surveillance feature for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) is a BellSouth Customer Network Management Service option in Section 25 of this Tariff. The Surveillance feature is provided Per Node for OC-1, OC-3/OC-3+, OC-12, OC-48/OC-48+, and OC-192/OC-192+ SMARTRing Service (a.k.a. BellSouth SPA Customer Reconfiguration). (C)
- (B) The customer will receive a credit equivalent to three months of monthly recurring charges associated with the Surveillance feature, per node. The customer may utilize the Surveillance feature for a minimum of three months after which the customer will have the option of continuing use of the feature at the appropriate monthly recurring charges or disconnecting the feature. If the customer elects to disconnect the feature, the customer must notify the Company within 30 days following the three-month minimum period to disconnect the feature and as such, any applicable termination liability associated with a Channel Services Payment Plan (CSPP) will not apply. However, if the customer disconnects the feature any time after 30 days following the three-month minimum period, any applicable CSPP termination liability will apply. (C)

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25.7 Promotions (Cont'd)

(N)

25.7.13 Special Promotion–SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
(Cont'd)

(N)

(N)

25.7.13.2 Description of Special Promotion (Cont'd)

(N)

(C) Credits given under this promotion are in addition to credits provided under Transport Savings Plan (TSP) or Premium Service Incentive Plan (PSIP), both set forth in Section 2.4.8 of this Tariff.

(N)

(N)

(N)

(D) This promotion allows customers to receive rewards in the form of credits. Applicable taxes will be computed based on the full tariff price for the service(s) provided herein, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

(N)

(N)

(N)

(N)

(E) Credits given under this promotion will be applied to the customer's bill within three months of the service date. If the customer disconnects the Surveillance feature prior to the end of the three-month minimum period, the customer will be required to repay the Company 100% of the feature's monthly recurring charge for each full month remaining in the minimum period. The customer will not be required to repay the monthly recurring charge for any fractional month remaining in the minimum period.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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25.7 Promotions (Cont'd)

25.7.14 Special Promotion - BellSouth DSL "Connect for Less – Phase II" (C)(x)

25.7.14.1 Description

During the promotion period beginning April 30, 2005 and continuing through December 31, 2005, when a customer orders BellSouth Session Based DSL 1.5Mbps x 256Kbps as detailed in 23.5.2.22, either as a new service or as an upgrade from existing BellSouth ADSL Service provided at a lower speed, a service credit of six dollars (\$6.00) will be applied to the customer's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. During the promotion period, when a customer orders BellSouth ADSL Service 3.0Mbps x 384Kbps as detailed in 23.5.2.21, either as new service or as an upgrade from existing BellSouth ADSL Service provided at a lower speed, a service credit of ten dollars (\$10.00) will be applied to the customer's account for each of the next three (3) months or for each month the ordered service remains in place, if the ordered service is in place less than three (3) months. All nonrecurring charges shall be billed at the normal rate and all minimum purchase and length of service requirements still apply.

25.7.14.2 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth Digital Subscriber Line Service and is valid during the period beginning April 30, 2005 and continuing through December 31, 2005.
- (B) The rates and charges for BellSouth Session Based DSL Service are set forth in 23.5.2.22 of this Tariff and the rates for BellSouth ADSL Service are as set forth in 23.5.2.21 of this Tariff. The Company reserves the right to change the rates and charges for these services.
- (C) Customers will receive service credits as described in 25.7.14.1 preceding. Service credits will appear on the Customer's invoice within three billing cycles following installation.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

(x) Material on this page is new and replaces expired promotion material previously appearing on this page.

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EFFECTIVE: FEBRUARY 15, 2005

ACCESS SERVICE (N)
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25.7 Promotions (Cont'd) (N)

25.7.15 Special Promotion – BellSouth Network Visibility Service (NVS) (N)

25.7.15.1 Description (N)

For customers ordering and installing BellSouth Network Visibility Service (NVS) during the promotional period from February 15, 2005 to May 14, 2005, Non-Recurring Charges are waived for BellSouth Network Visibility Service (NVS) Fault Management and On Demand Statistics and BellSouth NVS Fault Management, On Demand Statistics and Performance Reports per Network Interface or Connection. The following criteria must be met: (N)

- BellSouth NVS ordered under this promotion must remain in place for a minimum of 6 months; and (N)
- The service application date must occur during the promotion period. (N)

The Non-Recurring Charge will be assessed if BellSouth NVS that has received free installation is disconnected prior to the six-month period expiring. (N)

25.7.15.2 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth NVS and is valid during the period beginning February 15, 2005 and continuing through May 14, 2005. (N)
- (B) The rates and charges for BellSouth NVS are set forth in 23.5.3.6(B) and (C) of this Tariff. The Company reserves the right to change the rates and charges for these services. (N)
- (C) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the Metropolitan Statistical Areas (MSAs) listed in Section 23.2(A) and (B) of this Tariff. The customer must meet the requirements stated in the promotion description, as described in 25.7.15.1 above. (N)

EFFECTIVE: MARCH 31, 2005

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25.7 Promotions (Cont'd)¹

(N)

25.7.16 Special Promotion – DS1 (a.k.a. BellSouth SPA DS1) Service

25.7.16.1 General

- (A) A Special Promotion for DS1 (a.k.a. BellSouth SPA DS1) service will be provided for a six-month period beginning April 1, 2005, through September 30, 2005, subject to the regulations, terms and conditions provided herein.
- (B) The rates, charges, terms and conditions for the service(s) in this promotion shall apply as set forth in Section 23 of this Tariff unless otherwise noted herein. The Company reserves the right to change the rates, charges, terms, and conditions for the service(s) in this promotion during the promotional period in (A) above.
- (C) This promotion shall apply for the Full Service Relief and Limited Service Relief MSAs specified in Section 23 of this Tariff.

25.7.16.2 Description of Special Promotion

- (A) The purpose of this promotion is to provide credits to customers currently under a Local Channel Area Commitment Plan (ACP) who order multiple Local Channels for DS1 (a.k.a. BellSouth SPA DS1) service on a single Access service request (ASR) within the six-month promotional period in 25.7.16.1(A) above subject to the following conditions.
 - (1) Customers ordering up to seven SPA DS1 Local Channels to an end user location on a single ASR will receive a \$275 one-time credit for each Local Channel over and above the second Local Channel ordered on the ASR. All Local Channels on the ASR must be installed at the same end user location and must have the same service establishment date, which must be no later than October 31, 2005. (Local Channel USOC: TMECS)
 - (2) Customers must have an ACP for DS1 Local Channels already in place at least thirty days prior to the beginning of the promotion. All ACP regulations including shortfall regulations shall apply as set forth in Section 2.4.8 of this Tariff. Credits earned under this promotion are in addition to credits provided under ACP.
 - (3) A minimum service period of twelve months shall apply for all SPA DS1 circuits installed under this promotion. Should the customer disconnect service prior to the twelve month minimum period, the customer must repay any credit received for the disconnected circuit and the Company will bill such amount to the customer within 90 days of the disconnect date.
- (B) Credits the customer earns under this promotion will be applied to the customer's bill within 90 days after the end of the promotion.
- (C) This promotion provides rewards in the form of credits, which shall be computed on the full tariff price for the service in this promotion. Taxes will also be computed on the service's full tariff price. Credits will not be applied to taxes.

Note 1: All material on this page is new.

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)

25.7.17 Special Promotion – BellSouth Metro Ethernet Service Application Test

25.7.17.1 General

(A) Customers may subscribe to this promotion within sixty (60) days following the effective date of this tariff. The subscription period expires July 13, 2005.

(B) Upon subscribing to this promotion, customers will be allowed to participate in an Application Test of BellSouth Metro Ethernet Service for up to three months, which may occur anytime during the period of May 1, 2005, and December 31, 2005. All Application Tests must be concluded no later than December 31, 2005.

The Application Test period is being extended an additional five months. (C)
All Application Tests must be concluded no later than May 31, 2006. (C)

(C) An Application Test of BellSouth Metro Ethernet will allow customers to utilize the service under test conditions to determine whether the service's performance appropriately addresses the application need prior to the customer placing a firm order for the service.

(D) Customers may elect to participate in this promotion within the 60-day subscription period in (A) above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature.

(E) The regulations, terms and conditions provided herein shall apply to customers subscribing to this promotion in the Full Service Relief Metropolitan Statistical Areas (MSAs) defined in Section 23 of this Tariff.

25.7.17.2 Description

(A) An Application Test of BellSouth Metro Ethernet will be conducted for up to three months as set forth in 25.7.17.1(B) preceding. At the end of the Application Test, the customer must either discontinue the service or continue the service under month-to-month rates or Transport Payment Plan (TPP) monthly rates as provided in 2.4.8 of this Tariff.

(B) Customers may include up to four BellSouth Metro Ethernet Connections in the Application Test. The customer's premises must be within ten airline miles of the nearest BellSouth Metro Ethernet equipped wire center.

(C) During the three-month test period, the customer will not be charged the BellSouth Metro Ethernet nonrecurring charges and monthly rates. However, the customer must pay the nonrecurring charges for certain options, if requested, during the test period, which are: 1) Service and System Reconfiguration Charges, 2) Q-Forwarding Service Establishment Charge and 3) Metro Ethernet Reporting Service Establishment Charge and Security Card Charge.

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EFFECTIVE: JULY 1, 2005

ACCESS SERVICE
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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) (T)

25.7.17 Special Promotion – Metro Ethernet Service Application Test (Cont'd) (T)

25.7.17.2 Description (Cont'd) (T)

- (D) If the customer determines that the performance of the service is unacceptable for the customer's application, the customer may disconnect the service with no charges incurred provided that the entire three-month test period has expired.
- (E) At any time during the Application Test the customer determines the test is successful and elects to subscribe to the service with no changes to the service configuration, the customer will be billed the selected month-to-month or TPP rates, which will be billed immediately following the end of the three-month test period. If changes are required to the service's configuration, the customer will be billed the applicable reconfiguration nonrecurring charges.
- (F) The rates and charges for the services in this promotion are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of the promotional period unless otherwise specified herein.
- (G) Customers subscribing to this promotion must maintain minimum-billed monthly recurring revenues of \$500,000 per month during the three-month test period for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and LightGate service (a.k.a. BellSouth SPA Point to Point Network) in the Full Service Relief MSAs specified in 25.7.17.1(D) preceding. (T)
- (H) These minimum-billed monthly recurring revenues will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, etc). Non-recurring charges and taxes will not be included in these revenues.
- (I) BellSouth Metro Ethernet will be provided subject to the availability of facilities and equipment as determined by the Company. The Company makes no warranties with respect to the performance of BellSouth Metro Ethernet for any and all customer applications tested under this promotion.
- (J) Customers subscribing to this promotion must not currently subscribe to BellSouth Metro Ethernet Service or have previously subscribed to the service.
- (K) Customers may participate only once in the Application Test under this promotion. The Company will not accept more than one request from the same customer to participate in the Application Test.
- (L) The service guarantees set forth in Section 2.4.4 (Service Assurance Warranty), Section 2.4.9 (Service Installation Guarantee) and Section 7.4.32 (Service Level Agreements for BellSouth Metro Ethernet Service) will not apply during the Application Test Period in this promotion.

EFFECTIVE: JULY 1, 2005

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹

25.7.18 BellSouth DSL "Rev Up for Savings" - Special Promotion

25.7.18.1 Description

- (A) Customer may receive billing credit for a portion of the non-recurring charges associated with new BellSouth ADSL Service and BellSouth Session Based DSL Service Virtual Circuits (VCs) ordered during the "Rev Up for Savings" promotion period beginning July 1, 2005 and continuing through December 31, 2005.
- (B) At the end of each promotional month, a customer will qualify for a one-time credit as detailed in the matrix following for each additional VC ordered based on the number of orders completed during the promotional month. The non-recurring credits will only apply against BellSouth ADSL Service and BellSouth Session Based DSL Service VCs.
- (C) Customers ordering BellSouth ADSL and/or BellSouth Session Based Virtual Circuits between July 1, 2005 and December 31, 2005 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 23.5.2.21(A) through (C) or 23.5.2.22(A) as follows:

Number of Orders Completed During Promotion Month	% of Non-Recurring Charge Applied as One Time Credit to each additional VC Ordered
1 to 10	25%
11 to 25	50%
26 to 40	75%
41 or more	100%

- (D) The credit for each customer will be determined at the end of each promotion month. Virtual Circuits purchased from Section 28.3.9 will also count towards the total additional VC orders to determine the credit level.

25.7.18.2 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning July 1, 2005 and ending December 31, 2005.
- (B) The rates and charges for BellSouth ADSL Service are set forth in 23.5.2.21 preceding and for BellSouth Session Based DSL Service in Section 23.5.2.22 of this Tariff. The Company reserves the right to change the rates and charges for these services.

¹ All material on this page is new.

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) ¹

25.7.18 BellSouth DSL "Rev Up for Savings" - Special Promotion (Cont'd)

25.7.18.2 General Regulations (Cont'd)

- (C) Customers will receive credits as described in 25.7.18.1 preceding.
Credits will appear on the Customer's invoice within two billing cycles following installation.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

¹ All material on this page is new.

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)

25.7.19 Special Promotion - BellSouth SPA Customer Network Management (CNM) - FlexServ Service (Cont'd) (C)

25.7.19.1 General Regulations

- (A) This Special Promotion is provided for BellSouth SPA CNM - FlexServ Service when used in conjunction with DS1 Service (a.k.a. BellSouth SPA DS1). The Promotion will begin July 1, 2005, and will conclude December 31, 2005. (C)
- (B) The rates and charges for BellSouth SPA CNM - FlexServ Service and DS1 Service (a.k.a. BellSouth SPA DS1) are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges for BellSouth SPA CNM - FlexServ Service and DS1 Service (a.k.a. BellSouth SPA DS1) in Section 23 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein. (C)
- (C) The regulations, terms and conditions for this Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff. (C)

25.7.19.2 Description

- (A) This Promotion will be conducted for a six-month period and provides credits to customers subscribing to BellSouth SPA CNM - FlexServ Service when used in conjunction with DS1 Service (a.k.a. BellSouth SPA DS1). Two options are offered: (C)

(1) Option 1:

This option provides a 50% monthly credit, for a 12-month period, on the monthly recurring rates associated with BellSouth SPA CNM - FlexServ Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 24-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth SPA CNM - FlexServ Service Channel Connection within the six-month promotional period in 25.7.19.1(A) above. The BellSouth SPA CNM - FlexServ Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability regulations shall apply. (C)
- A termination penalty will also apply under this promotion should the customer disconnect the BellSouth SPA CNM - FlexServ Service Channel Connection prior to the 24-month CSPP. The customer will be required to repay all credits received under this Promotion and the Company will bill such amount to the customer. (C)

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)

25.7.19 Special Promotion - BellSouth SPA Customer Network Management (CNM) - FlexServ Service (C)
Cont'd)

25.7.19.3 Description

(A) (Cont'd)

(2) Option 2:

This option waives all nonrecurring charges (if applicable) and provides a 50% monthly credit, for a 12-month period, on the monthly recurring charges associated with BellSouth SPA CNM - FlexServ Service DS1 Channel Connections (i.e., with DS0 or DS1 Switching) if the customer meets the following conditions: (C)

- The customer must subscribe to a new 36-month or greater Channel Services Payment Plan (CSPP) for a new or existing BellSouth SPA CNM - FlexServ Service Channel Connection within the six-month promotional period. The BellSouth SPA CNM - FlexServ Service Channel Connection must be used with a new or existing SPA DS1 Service that is designated solely for interstate use. All CSPP regulations including termination liability shall apply. (C)
- A termination penalty will also apply under this Promotion should the customer disconnect the BellSouth SPA CNM - FlexServ Service Channel Connection prior to the 36-month CSPP. The customer will be required to repay all credits received under this Promotion and the Company will bill such amount to the customer. (C)

(B) This Promotion allows customers to receive rewards in the form of credits for the service offered under this Promotion, and these credits will be applied to the customer's bill. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

(C) Monthly recurring credits given under this Promotion will be applied to the customer's bill 30 days in arrears.

(D) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date.

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) (T)

25.7.20 Special Promotion – Service Installation Interval Reductions (Cont'd)

25.7.20.1 General Regulations

- (A) This Special Promotion offers a reduction in the standard intervals for installation of new SPA DS3 Services for the period beginning December 9, 2005, and ending June 30, 2006. This Promotion is being extended an additional month to conclude July 31, 2006. (C)
(N)
- (B) The regulations, terms and conditions for this Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Promotion 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 during the promotional period in (A) above.

25.7.20.2 Description

- (A) This Promotion provides a reduction of two (2) to six (6) business days in the standard intervals for SPA DS3 Services ordered during the promotional period specified in 25.7.20.1(A) above. The reduced standard intervals are offered for new service installations only.
- (B) The following services qualify for the two (2) to six (6) business-day reduction in the standard intervals. The number of days the interval will be reduced is dependent on the service configuration.
 - LightGate Service (a.k.a. BellSouth SPA DS3 Point to Point Network)
 - SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), SPA DS3 Interfaces
- (C) Standard intervals for the above SPA DS3 Services are available to customers upon request.
- (D) Customer requested advancement of the reduced standard intervals offered under this Promotion shall be handled in accordance with regulations set forth in Section 5 of this Tariff.

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹

(N)

25.7.21 BellSouth DSL "EUA Conversion" – Special Promotion

25.7.21.1 Description

- (A) When an NSP orders new DS1 or DS3 facilities (upgrades excluded) for use to transport to a BellSouth DSL End User Aggregation (EUA) port their DSL service that is currently routed to an NSP's BellSouth ATM port over BellSouth DS1 or DS3 facilities, nonrecurring charges and one (1) month's recurring charges for such new DS1 or DS3 facilities shall be credited to the NSP's account and will appear on the NSP's invoice within three billing cycles following installation. In addition, Termination Liability Charges (TLCs) for disconnection of NSP's existing DS1 or DS3 facilities used to transport the NSP's DSL service to their existing ATM port and for disconnection of that ATM port shall not apply when disconnection is requested in conjunction with DSL service converted to from ATM to EUA.

25.7.21.2 General Regulations

- (A) This Special Promotion applies only to NSPs who are transporting their DSL service over BellSouth DS1 or DS3 facilities to a BellSouth ATM port and who have had those facilities and ports in place for their DSL service since November 15, 2005 or prior to that date.
- (B) The number of new DS1 or DS3 facilities ordered for use to transport NSP DSL to an EUA port for which nonrecurring and one (1) month's recurring charges can be credited shall be the same as the number of DS1 or DS3 facilities used to transport the NSP's DSL service to an ATM port which are being disconnected to accommodate conversion of NSP's DSL from ATM to EUA.
- (C) NSP must place DS1 or DS3 orders under either the Area Commitment Plan (ACP), the Channel Services Payment Plan (CSPP) or the Transport Payment Plan (TPP) during the period beginning February 1, 2006 and continuing through May 15, 2006.
- (D) NSP must retain BellSouth services ordered under this Promotion for a minimum service period of 12 months. Services ordered under this Promotion that are disconnected prior to reaching the 12 month minimum service period will result in BellSouth billing back to the NSP all Promotional discounts, in addition to any relevant termination liability charges associated with the services disconnected.

¹ All material on this page is new.

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25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd) (T)

25.7.22 Special Promotion – Service Installation Interval Reduction (Cont'd)

25.7.22.1 General Regulations

- (A) This Promotion is offered for the period beginning March 31, 2006, and ending June 30, 2006. This Promotion is being extended an additional month to conclude July 31, 2006. (C)
(N)
- (B) The regulations, terms and conditions for this Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Promotion 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 during the promotional period in (A) above.

25.7.22.2 Description

- (A) If the customer submits an access service request (ASR) for a service in (B) following and the Company determines that the service requires a negotiated interval, this Promotion offers a reduction in the negotiated interval without charge to the customer under the following conditions:
- (1) The Company's current guidelines for evaluating changes in operational conditions will be used to determine if the negotiated interval can be improved. The Company's negotiated interval guidelines are available to customers upon request.
 - (2) If the Company determines the negotiated interval can be improved, the customer may be required to supplement the original ASR to indicate acceptance of the improved service date.
 - (3) The improved service interval must be equal to or greater than the standard interval for the requested service.
 - (4) The improved service interval applies to new service installations only (i.e., service rearrangements and moves of existing services do not qualify).
- (B) This Promotion applies to the following services:
- LightGate Service (a.k.a. BellSouth SPA Point to Point Network 1 DS3 Capacity)
 - SPA DS3 Interfaces on SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)
- (C) Service Date Advancement charges in Section 5.1.1 of this Tariff will be waived for orders that meet the conditions of this Promotion. All other ordering conditions and charges in Section 5 shall apply as appropriate for services ordered under this Promotion.

EFFECTIVE: AUGUST 2, 2006

ACCESS SERVICE

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25.7 Promotions (Beginning on or After June 1, 2002)¹

(N)

25.7.23 Special Promotion-LightGate Service (a.k.a. BellSouth SPA Point to Point Network)

25.7.23.1 General Regulations

- (A) This Promotion provides a reacquisition offer for LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and is valid for the period beginning August 2, 2006, through November 1, 2006.
- (B) The rates and charges for LightGate Service (a.k.a. BellSouth SPA Point to Point Network) are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for LightGate Service (a.k.a. BellSouth SPA Point to Point Network) in Section 23 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein.
- (C) Customers may elect to participate in this Promotion by signing a Letter of Agreement (LOA), within the promotional period, provided by the Company and acknowledged by a Company representative's signature.
- (D) The regulations, terms and conditions for this Promotion shall apply to customers in the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.

25.7.23.2 Eligibility Requirements

- (A) Customers must subscribe to this Promotion during the period specified in 25.7.23.1(A) above and must meet the eligibility requirements described below. The Company will be the sole determinant of whether the customer meets these requirements.
 - (1) The customer must convert a service that is equivalent to LightGate Service (a.k.a. BellSouth SPA Point to Point Network) that the customer subscribes to from a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates.
 - (2) The customer must present in advance of service installation sufficient documentation (i.e., current circuit detail records) to demonstrate that a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates provides the customer an equivalent LightGate Service (a.k.a. BellSouth SPA Point to Point Network). An equivalent LightGate Service (a.k.a. BellSouth SPA Point to Point Network) billed by a carrier already leasing the facility from BellSouth Telecommunications, Inc. will not qualify as a potential reacquisition.
 - (3) The customer's equivalent LightGate Service (a.k.a. BellSouth SPA Point to Point Network) must be located in one of the Full Service Relief MSAs specified in 25.7.23.1(C), preceding.

¹ All material on this page is new.

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ACCESS SERVICE

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25.7 Promotions (Beginning on or After June 1, 2002)¹

(N)

25.7.23 Special Promotion-LightGate Service (a.k.a. BellSouth SPA Point to Point Network)

25.7.23.2 Eligibility Requirements (Cont'd)

(A) (Cont'd)

- (4) The new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) provided under this Promotion must be placed under a Transport Payment Plan (TPP), Plan C (61 - 96 months), as set forth in Section 2.4.8 of this Tariff. All TPP regulations shall apply including termination liability regulations. In addition to TPP termination liability, the termination liability regulations specified in 25.7.23.3 (B) following shall apply.
- (5) The new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) must remain in service for the minimum TPP Plan C term (i.e., 61 months) and may not be optimized or rolled to a higher level of service (e.g., SMARRing Service (a.k.a. BellSouth SPA Dedicated Ring) or BellSouth Wavelength Channel Service) before the TPP expiration date.
- (6) A Local Channel associated with the new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) must originate at a carrier's point-of presence (POP).
- (7) The rewards in this Promotion will apply up to one hundred (100) new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) reacquisitions.
- (8) The rewards in this Promotion will not apply when UNEs or combination of UNEs are commingled with the service herein.

25.7.23.3 Description

- (A) This Promotion provides a one-time credit for any LightGate Service (a.k.a. BellSouth SPA Point to Point Network) reacquisition that meets the eligibility requirements and other criteria specified herein.
- (1) The one-time credit will be equal to fifteen (15) percent times sixty-one (61) months of the total monthly recurring charges associated with the rate elements in the chart below:

Service	Local Channel Systems	Interoffice Channel
LightGate 1, 2, 3 and 4 Services	HFSCF, HFSCG, HFSC7, HFSCJ, 1LPEA	1LPS8, 1LPS9, 1LPS6, 1LPE8, 1LPE9, 1LPE6

¹All material on this page is new.

EFFECTIVE: AUGUST 2, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.7 Promotions (Beginning on or After June 1, 2002)¹

(N)

25.7.23 Special Promotion-LightGate Service (a.k.a. BellSouth SPA Point to Point Network)

25.7.23.3 Description (Cont'd)

(A) Cont'd

- (2) The LightGate Service (a.k.a. BellSouth SPA Point to Point Network) purchased under this Promotion must be installed by November 13, 2006, unless a delay in installing the service is caused by the Company.
- (3) The one-time credit in (1) above will be applied to the customer's bill within sixty (60) days of the Service Establishment Date (SED) for the service.
- (4) Taxes and credits will be computed on the full tariff price for the service in this Promotion. Credits will not be applied to taxes.

(B) Termination Liability

Should the customer disconnect service provided under this Promotion prior to the minimum TPP Plan C term (i.e., 61 months), the TPP termination liability will apply in addition to the following:

- (1) The customer must repay 100% of the rewards provided under this Promotion for any LightGate Service (a.k.a. BellSouth SPA Point to Point Network) that is disconnected prior to the minimum TPP Plan C term (i.e., 61 months).
- (2) The customer must repay 100% of the rewards provided under this Promotion for any LightGate Service (a.k.a. BellSouth SPA Point to Point Network) that is optimized or rolled to a higher level of service (i.e., SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) or BellSouth Wavelength Channel Service) or any subsequent arrangement that reduces the billing from the basis on which the credit was applied.

¹ All material on this page is new.

EFFECTIVE: SEPTEMBER 1, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹ (N)

25.7.24 Special Promotion - Customer Configuration Management Capability (Cont'd)

25.7.24.1 General Regulations

- (A) This Special Promotion is provided for the Customer Configuration Management Capability equipped with Network Visibility Service. The Promotion will be conducted for a six (6) month period beginning September 1, 2006, and concluding February 28, 2007.
- (B) Customer Configuration Management Capability and Network Visibility Service are optional features of Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service). Rates and charges for these services 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 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein.
- (C) The regulations, terms and conditions for this Promotion apply to customers in the Full Service Relief Metropolitan Statistical Areas (MSAs) specified in Section 23 of this Tariff.

25.7.24.2 Description

- (A) This Promotion offers rewards to customers subscribing to Customer Configuration Management Capability equipped with Network Visibility Service. The rewards will be provided if the customer maintains the service for a minimum of twelve (12) months.
- (B) The customer will receive a credit each month for the first two (2) months of service. The credit will be equivalent to the monthly recurring charges associated with the rate elements for Customer Configuration Management Capability represented by the following USOCs:

XAFKA, XAFKB, XAFKC, XAFKD, XAFKE, XAFKF, XAFKG, XAFKH, XAFKJ and XAFKK
- (C) The credit will be applied to the customer's bill each month, one month in arrears, for a total of 2 months.
- (D) If the customer disconnects Customer Configuration Management Capability equipped with Network Visibility Service prior to the 12 month minimum requirement, the customer must repay 100% of the credits received under this Promotion. Such amount will be billed to the customer within ninety (90) days of the disconnect date.

¹All material on this page is new.

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ORIGINAL PAGE 25-62.38

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹ (N)

25.7.24 Special Promotion - Customer Configuration Management Capability Cont'd)

25.7.24.2 Description (Cont'd)

- (E) Customers subscribing to this Promotion may not subscribe to the same service offered in another Promotion.
- (F) The rewards in this Promotion will not apply when Customer Configuration Management Capability is used with services in a collocation arrangement.
- (G) Taxes and credits will be computed on the full tariff price for the service in this Promotion. Credits will not be applied to taxes.

¹ All material on this page is new.

EFFECTIVE: SEPTEMBER 1, 2006

ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹ (N)

25.7.25 Special Promotion - BellSouth Customer Network Management Service (Cont'd)

25.7.25.1 General Regulations

- (A) This Special Promotion is provided for BellSouth Customer Network Management Service and will be conducted for a six (6) month period beginning September 1, 2006, and concluding February 28, 2007.
- (B) The rates and charges for BellSouth Customer Network Management Service are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for BellSouth Customer Network Management Service in Section 23 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein.
- (C) The regulations, terms and conditions for this Promotion shall apply for service in the Full Service Relief Metropolitan Statistical Areas (MSAs) in Section 23 of this Tariff.

25.7.25.2 Description

- (A) This Promotion offers rewards to customers subscribing to new BellSouth Customer Network Management Service under a Channel Services Payment Plan (CSPP), 36 months or greater. The CSPP regulations in Section 2.4.8 of this Tariff shall apply including termination liability regulations.
- (B) In addition to CSPP termination liability, if the customer disconnects service prior to fulfilling the minimum 24-month CSPP Plan A term requirement, the customer must repay the credits received under this Promotion and such amount will be billed to the customer within ninety days of the disconnect date.
- (C) This Promotion provides a one-time credit for the customer's BellSouth Customer Network Management Service, which will be equivalent to the service's nonrecurring charges for any of the following rate elements.

Rate Element Description	USOCS
DS1 Channel Connection, DS0 Switching	DSL1A
DS1 Channel Connection, DS1 Switching	DSL1B
DS3 Channel Connection, DS0 Switching	DSL3A
DS3 Channel Connection, DS1 Switching	DSL3B
DS3 Channel Connection, DS3 Switching	DSL3C

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ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹ (N)

25.7.25 Special Promotion - BellSouth Customer Network Management Service
Cont'd)

25.7.25.2 Description (Cont'd)

- (D) Customers subscribing to this Promotion may not subscribe to the same service offered in another Promotion.
- (E) The rewards in this Promotion will not apply when BellSouth Customer Network Management Service is used with services in a collocation arrangement.
- (F) The nonrecurring credits will be applied to the customer's bill following the Service Date for BellSouth Customer Network Management Service.
- (G) Taxes and credits will be computed on the full tariff price for the service in this Promotion. Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: SEPTEMBER 30, 2006

ACCESS SERVICE

25 – Contract Tariffs

25.7 Promotions (Beginning on or After June 1, 2002) (Cont'd)¹ (N)

25.7.26 Special Promotion – Fast Packet Access Services Regional InterLATA PVC Extension

25.7.26.1 General Regulations

- (A) This Special Promotion will be conducted for a period beginning October 1, 2006, and concluding December 31, 2006.
- (B) The rates and charges for the Fast Packet Access Services Regional InterLATA PVC Extension are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for this service in Section 23 or other sections of this Tariff during the promotional period in (A) above, unless otherwise specified herein.
- (C) This Promotion shall apply for service provided in the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.

25.7.26.2 Description

A. Promotion – Regional InterLATA PVC Extension

Customers who subscribe to the Regional InterLATA PVC Extension optional feature during the promotional period above will have all nonrecurring charges associated with the optional feature waived, subject to the following conditions:

- All orders for the Regional InterLATA PVC Extension must have an Application Date that falls within the promotional period above.
- A minimum service period of six (6) months is required for the Regional InterLATA PVC Extension ordered under this promotion. If the customer disconnects the Regional InterLATA PVC Extension prior to the 6 months minimum service period, the customer must repay the credits received under this promotion and such amount will be billed to the customer within ninety (90) days of the disconnect date.

¹All material on this page is new.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.8 Contract Tariff – No. 006 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on July 19, 2004. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 006 in the Metropolitan Statistical Areas (MSAs) defined in 25.8.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.8.1(G), following. (N)
(N)
(N)

25.8.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)
(N)
(N)
(N)
(N)
(N)

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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.8.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.8.2, following. These revenues are for the combined MSAs set forth in Section 25.8.1(B), preceding, and for the services described in Section 25.8.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.8.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.8.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.8.1(F)(2), following.

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TARIFF F.C.C. NO. 1
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ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.8 Contract Tariff – No. 006 (Cont'd) (N)

25.8.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.8.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.8.1(F)(1)(a), preceding. (N)

The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)

The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue. (N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.8.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.8.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.8.1(F)(2) following.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$23,040,000. The customer will be awarded an Annual Incentive of \$117,300 computed using Table 1 in 25.8.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$23,040,000 - \$21,085,000) \times 6\% = \$117,300$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$15,585,000 (see Table 2 in 25.8.2). The customer will be awarded a Product Suite Annual Incentive of \$117,300, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$748,750	(N)
Product #2: \$3,147,500	(N)
Total Products #1 and #2: \$3,896,250	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.8.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$116,887.50 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$748,750 \times 3\%) + (\$3,147,500 \times 3\%)] = \$116,887.50$	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.8.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.8.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.8.1(F)(1)(b), preceding.	(N) (N) (N) (N) (N) (N) (N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual Baseline Revenue each contract term year as specified in 25.8.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.8.1(G).	(N) (N) (N) (N)
Failure to achieve the minimum annual Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N) (N) (N) (N) (N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.8.2 following.	(N)
(c) Customers must subscribe to the Transport Payment Plan for the applicable services provided in this Contract Tariff.	(N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.8.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$18,200,000 for services specified in 25.8.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.8.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.8.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Confirmation Receipt (FOC)
- New Circuit Failure Rate
- Mean Time to Repair (MTTR) Hours

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD)</u> :	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>New Circuit Failure Rate</u>	(N)
This metric measures the percent of new customer circuits installed by the Company where a reported trouble was found in the network within 30 days of order completion. A service is considered to have a problem or trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance; CPE troubles; subsequent trouble reports where the initial trouble is pending; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N)
- Business Rule: The number of Measured Trouble Reports (excludes troubles closed to Customer Premises Equipment and Independent Exchange Company Information) on newly installed lines (Adds Only) within thirty-days/divided by total new lines for the previous month.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

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ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-77

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual Baseline revenue of \$18,200,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.8.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.8.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.8.1(G)(4), preceding.

(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.

(c) The Monthly Revenue at Risk will be determined as follows:

(Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk

(\$18,200,000 X 1%) divided by 12 = \$15,167

(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.8.1(G)(6) and (7) following.

Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows:

(Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy

(\$15,167 X 17.5%) X 25% = \$663.56

(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	17.5%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	17.5%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Timeliness			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	5%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	5%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
New Circuit Failure Rate			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<= 5%	0%
		5.01 – 6.25%	25%
		6.26 – 7.5%	50%
		>7.5%	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<= 10%	0%
		10.01 – 12.5%	25%
		12.26 – 15%	50%
		>15%	100%

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	12.5%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	12.5%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: JUNE 20, 2002

ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.8.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$21,085	\$24,458
(%) Annual Incentives		
5%	> \$21,085 - 22,139	> \$24,458 - 25,681
6%	> 22,139 - 23,193	> 25,681 - 26,904
7%	> 23,193 - 24,247	> 26,904 - 28,126
Maximum Revenues	\$24,247	\$28,126

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.8.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
Product Suite		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 2,394	\$ 2,777
DSL (a.k.a. BellSouth SPA DSL)	9,965	11,559
*Total Annual Minimum Revenues	\$12,359	\$14,336

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.9 Contract Tariff – No. 007 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on September 16, 2004. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 007 in the Metropolitan Statistical Areas (MSAs) defined in 25.9.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.9.1(G), following. (N)

25.9.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.9.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenues and product level annual minimum-billed revenues are provided in Section 25.9.2, following. The annual minimum-billed revenue volumes are for the combined MSAs set forth in Section 25.9.1(B), preceding, and for the services described in Section 25.9.1(C), preceding. The product level annual minimum-billed revenues are for the combined MSAs set forth in Section 25.9.1(B), preceding, and for the services specified in 25.9.2, Table 2. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product level annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services to which the incentives set forth in this Contract Tariff are obtained from Section 23 of this tariff. The Company reserves the right to change the terms, conditions, rates and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

There are two levels of incentives provided in this Contract Tariff: 1) Annual Incentive and 2) Product Level Quarterly Incentive. In order to be eligible for these incentives each contract term year, the customer must achieve the annual minimum-billed revenue and the product level annual minimum-billed revenue (for each individual product) as set forth in Section 25.9.2, Tables 1 and 2, following. The incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental annual billed revenue that exceeds the annual minimum-billed revenue for each contract term year. The annual minimum-billed revenue volumes and the Annual Incentive percentages are provided in 25.9.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue for that contract term year. Further, Shortfall Penalty regulations set forth in 25.9.1(F)(2), following, will apply.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.9 Contract Tariff – No. 007 (Cont'd) (N)

25.9.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Level Quarterly Incentive (N)

The two products shown in Section 25.9.2, Table 2, following, are (N)
available for a Product Level Quarterly Incentive. This quarterly (N)
incentive will be computed on the monthly-billed revenue for the (N)
selected products in each contract term year and will be awarded on (N)
a quarterly basis under the following conditions: (N)

- The Company will monitor on a quarterly basis both the customer's (N)
annual minimum-billed revenue in Section 25.9.2, Table 1, and the (N)
product level annual minimum-billed revenue¹ provided in Section (N)
25.9.2, Table 2, in each contract term year to determine if the (N)
customer is on schedule in achieving the quarterly objectives of (N)
both the annual minimum-billed revenue and the product level (N)
annual minimum-billed revenue. The scheduled objective for the (N)
first quarter is 25% of the annual minimum-billed revenue and 25% (N)
of the product level annual minimum-billed revenue; for the second (N)
quarter 50% of the annual minimum-billed revenue and 50% of the (N)
product level annual minimum-billed revenue; for the third quarter (N)
75% of the annual minimum-billed revenue and 75% of the product (N)
level annual minimum-billed revenue; and for the fourth quarter (N)
100% of the annual minimum-billed revenue and 100% of the product (N)
level annual minimum-billed revenue. (N)
- In each contract term year, the customer will receive the Product (N)
Level Quarterly Incentive on a quarterly basis only if the (N)
scheduled objectives for both the annual minimum-billed revenue (N)
and the product level annual minimum-billed revenues are met. For (N)
example, if the first quarter's scheduled objectives are not met, (N)
the first quarter incentive award will be delayed until the second (N)
quarter. If the second quarter objectives are not met, the monthly (N)
incentive award for the first and second quarters will be delayed (N)
until the third quarter. If the customer meets the third quarter (N)
objectives, the monthly incentives for the first, second and third (N)
quarters will be awarded to the customer. (N)

¹The scheduled objective for the product level annual minimum-billed revenues (N)
must be achieved for each individual product shown in 25.9.2, Table 2. (N)

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ISSUED: AUGUST 16, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-86

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Level Quarterly Incentive</u> (Cont'd)	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue and the product level annual minimum-billed revenues, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.9.1(F)(2).	(N) (N) (N) (N) (N) (N)
- Should the customer in any quarter achieve the scheduled objective for the annual minimum-billed revenue but does not achieve the scheduled objective for one of the specified products, the customer will not be awarded the Product Level Quarterly Incentive for such product. However, the customer will be awarded the Product Level Incentive for the product in which the scheduled objective was achieved.	(N) (N) (N) (N) (N) (N)

EFFECTIVE: AUGUST 17, 2002

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with annual billed revenue of \$85,235,400. The customer will be awarded an Annual Incentive of \$1,089,792 computed using Table 1 in 25.9.2 as follows:	(N)
	(N)
(Annual Billed Revenue Achieved – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(85,235,400 – 79,181,000) X 18% = \$1,089,792	(N)
- <u>Example 2: Product Level Quarterly Incentive:</u>	(N)
The customer achieved monthly revenues for the first quarter for each individual product as follows:	(N)
Product #1: \$4,342,750	(N)
Product #2: \$5,551,250	(N)
The customer met the scheduled objective of 25% for both the annual minimum-billed revenue and the product level annual minimum-billed revenue as shown in Tables 1 and 2 of 25.9.2. Therefore, the customer is eligible for a Product Level Quarterly Incentive for the first quarter of \$494,700 computed as follows:	(N)
	(N)
[(Product #1 Total Quarterly Billed Revenues) X Product #1 Quarterly Incentive Percentage] + [(Product #2 Total Quarterly Billed Revenues) X Product #2 Quarterly Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$4,342,750 X 5%) + (\$5,551,250 X 5%)] = \$494,700	(N)

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(2) Shortfall Penalty Regulations

(a) Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue

The customer must achieve the annual minimum-billed revenue specified in 25.9.2, Table 1, following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive. If the customer does not achieve the annual minimum-billed revenue for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.9.1(F)(1)(a), preceding.

The customer must achieve both the annual minimum-billed revenue and the product level annual minimum-billed revenue in 25.9.2, Tables 1 and 2, as determined on the customer's contract anniversary date in order to receive the Product Level Quarterly Incentives. If the customer does not achieve both the annual minimum-billed revenue and the product level annual minimum-billed revenue for any contract term year, the customer will not be eligible for the Product Level Quarterly Incentives for such year as described in 25.9.1(F)(1)(b), preceding. Further, the customer must repay the Company any Product Level Quarterly Incentives awarded during such year, and the customer will be billed the full amount of these incentives thirty days following the customer's contract anniversary date.

(b) Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue

The customer must achieve the minimum annual SLA Baseline Revenue each contract term year as specified in 25.9.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.9.1(G).

Failure to achieve the minimum annual SLA Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date. However, the customer may initiate negotiations for a new Contract Tariff within three months following the customer's contract cancellation date.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.9.2 following.

(4) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.

(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.

(c) In the event of a merger or acquisition, the customer may request the Company to prepare a proposal for a new Contract Tariff that reflects the merger or acquisition, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will adjust revenue volumes in Tables 1 and 2 in 25.9.2, following, to reflect the merger or acquisition. The proposed new Contract Tariff shall contain the same incentives as those specified in 25.9.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those specified in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time of the proposed new Contract Tariff filing.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the Contract Tariff. The customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

(d) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

EFFECTIVE: AUGUST 17, 2002

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.9 Contract Tariff – No. 007 (Cont'd) (N)
- 25.9.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (5) Revenue Accumulation by Bill Period (N)
The customer's annual minimum-billed revenue and product level annual minimum-billed revenues shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date. (N)
- (6) Tax Exclusions (N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product level annual minimum-billed revenues. (N)
- (7) Existing Discount Plans (N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.). (N)
- (8) Performance Measures (N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.9.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff. (N)

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual SLA Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual SLA Baseline Revenue of \$68,259,700 for services specified in 25.9.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual SLA Baseline Revenue will be equivalent to the annual billed revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.9.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual SLA Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Charts A and B in 25.9.1(G)(6) and (7) following. The performance metrics that will be tracked monthly and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Commitment (FOC) Receipt
- Mean Time to Repair (MTTR) Hours

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:
- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
 - Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
 - At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
 - The Company will meet with the customer on a quarterly basis to discuss performance measurement results. If the customer presents the Company sufficient information based on customer provided performance data that conflicts with the Company's reported performance results, the Company will take the customer's information under advisement and make a determination whether or not an adjustment of the Company's performance data is warranted.
- (c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of the customer's equipment or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundredths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 16, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-95

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

(N)

25 – Contract Tariffs (Cont'd)

(N)

25.9 Contract Tariff – No. 007 (Cont'd)

(N)

25.9.1 General Regulations (Cont'd)

(N)

(G) Service Level Agreement (Cont'd)

(N)

(4) Customer Obligations

(N)

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

(N)

(N)

- (a) The customer shall maintain minimum annual SLA Baseline revenue of
\$68,259,700 for the first year of this Contract Tariff in the MSAs
specified in order for the customer to receive the remedies for any
missed performance metric agreed to under this SLA. For the second
year of this Contract Tariff, the minimum annual SLA Baseline
revenue will be equivalent to the annual billed revenue the
customer actually achieves at the end of the first year of this
Contract Tariff.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the
ASR to be processed the same business day. ASRs received after
3:00 p.m. EST shall be processed the next business day.

(N)

(N)

(N)

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.9.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual SLA Baseline Revenue specified in 25.9.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.9.1(G)(4), preceding.

(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.

(c) The Monthly Revenue at Risk will be determined as follows:

(Minimum Annual SLA Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk

(\$68,259,700 X 1%) divided by 12 = \$56,883.08

(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.9.1(G)(6) and (7) following.

Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 93%. The performance remedy for such month would be calculated as follows:

(Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy

(\$56,883.08 X 25%) X 25% = \$3,555.19

(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	10%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	10%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: AUGUST 17, 2002

ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.9.1(F)(1)(c), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$79,181	\$91,850
(%) Annual Incentives		
12%	> \$79,181 - 83,140	> \$91,850 - 96,443
18%	> 83,140 - 87,099	> 96,443 - 101,035
26%	> 87,099 - 91,058	> 101,035 - 105,628
Maximum Revenues	\$91,058	\$105,628

- (2) Table 2 below provides the product level annual minimum revenues for each product. In each contract term year, the customer must achieve the product level annual minimum revenue for each individual product in order to receive a Product Level Quarterly Incentive.

Table 2	Product Level Annual Minimum-Billed Revenues (\$000)	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 17,371	\$ 19,701
SmartRing svc.(a.k.a. BellSouth Dedicated Ring)	22,205	26,646

- (3) Table 3 below provides the Product Level Quarterly Incentive percentages that will be applied to the monthly-billed revenue the customer achieves for the specified products and awarded on a quarterly basis pursuant to regulations in 25.9.1(F)(1)(b), preceding.

Table 3	Product Level Quarterly Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	5%	5%
SmartRing svc.(a.k.a. BellSouth Dedicated Ring)	5%	5%

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.10 Contract Tariff – No. 008 (N)

- (A) This Contract Tariff is valid for a period of 37 months and shall terminate on September 30, 2005. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 008 in the Metropolitan Statistical Areas (MSAs) defined in 25.10.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.10.1(G), following. (N)

25.10.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Baton Rouge, Biloxi, Jackson, Lake Charles, Monroe, Nashville-Davidson, Pensacola, Shreveport (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-101
CANCELS ORIGINAL PAGE 25-101
EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.10.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.10.2, following. These revenues are for the combined MSAs set forth in Section 25.10.1(B), preceding, and for the services described in Section 25.10.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each contract term year as set forth in Section 25.10.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.10.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume for that contract term year. Further, Shortfall Penalty regulations set forth in 25.10.1(F)(2), following, will apply.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 30, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-103

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.10.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.10.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.10.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.10.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.10.1(F)(2), following.	(N)

EFFECTIVE: AUGUST 31, 2002

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement ¹ of \$1,795,000. The customer will be awarded an Annual Incentive of \$1,980 computed using Table 1 in 25.10.2 as follows:	(N)
(Annual Billed Revenue Achieved ¹ – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(1,795,000 – 1,696,000) X 2% = \$1,980	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement ¹ of \$1,698,000 (see Table 2 in 25.10.2). The customer will be awarded a Product Suite Annual Incentive of \$1,980, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues achieved ¹ are as follows:	(N)
Product #1: \$119,250	
Product #2: \$305,250	(N)
Total Products #1 and #2: \$424,500	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.10.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$6,367.50 computed as follows:	(N)
[(Product #1 Total Quarterly Revenues) X Product #1 Incentive Percentage] + [(Product #2 Total Quarterly Revenues) X Product #2 Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$119,250 X 1.5%) + (\$305,250 X 1.5%))] = \$6,367.50	(N)

Note 1: These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.10.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.10.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.10.1(F)(1)(b), preceding.	(N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual SLA Baseline Revenue each contract term year as specified in 25.10.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.10.1(G).	(N)
Failure to achieve the minimum annual SLA Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.10.2 following.	(N) (N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.10.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

EFFECTIVE: AUGUST 31, 2002

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.10 Contract Tariff – No. 08 (Cont'd) (N)
- 25.10.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (N)
- Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein. (N)
- The service for which this SLA applies is LightGate Service (a.k.a. BellSouth SPA Point to Point). All rate elements associated with this service are included in this SLA. (N)
- (1) Minimum Annual SLA Baseline Revenue (N)
- In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual SLA Baseline Revenue of \$1,304,826 for services specified in 25.10.1(C) of this Contract Tariff for the first contract term year. For each subsequent contract term year, the customer's minimum annual SLA Baseline Revenue will be equivalent to the annual revenue the customer achieves¹ for the preceding contract term year. Shortfall Penalty regulations specified in 25.10.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual SLA Baseline Revenue. (N)
- (2) Performance Metrics and Measurement Methodology (N)
- (a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.10.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following. (N)
- Customer Desired Due Date (CDDD) Met (N)
 - Firm Order Confirmation (FOC) Timeliness (N)
 - Mean Time to Repair (MTTR) Hours (N)

Note 1: These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 08 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Timeliness</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 08 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

EFFECTIVE: AUGUST 31, 2002

- ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)
- 25.10 Contract Tariff – No. 08 (Cont'd) (N)
- 25.10.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (4) Customer Obligations (N)
- In order to receive the performance remedies specified in this SLA, (N)
the customer agrees to the following conditions: (N)
- (a) The customer shall maintain minimum annual SLA Baseline revenue of (N)
\$1,304,826 for the first year of this Contract Tariff in the MSAs (N)
specified in order for the customer to receive the remedies for any (N)
missed performance metric agreed to under this SLA. For each (N)
subsequent contract term year, the customer's minimum annual SLA (N)
Baseline Revenue will be equivalent to the annual revenue the (N)
customer achieves¹ for the preceding contract term year. (N)
- (b) The customer shall maintain existing electronic system interfaces (N)
and processes for Access Service Request (ASR) initiation and (N)
trouble reporting. (N)
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the (N)
ASR to be processed the same business day. ASRs received after (N)
3:00 p.m. EST shall be processed the next business day. (N)

Note 1: These revenues shall include monthly recurring revenues only and will (N)
not be adjusted to reflect credits or discounts given under existing pricing (N)
plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring (N)
revenues and taxes will not be included in these revenues. (N)

EFFECTIVE: AUGUST 31, 2002

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.10 Contract Tariff – No. 008 (Cont'd) (N)
- 25.10.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (5) Company Obligations (N)
- (a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.10.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customer's minimum annual SLA Baseline Revenue specified in 25.10.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.10.1(G)(4), preceding. (N)
- (b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date. (N)
- (c) The Monthly Revenue at Risk will be determined as follows: (N)
- (Minimum Annual SLA Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (N)
- (\$1,304,826 X 1%) divided by 12 = \$1,087 (N)
- (d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.10.1(G)(6) and (7) following. (N)
- Example 1: For LightGate Service (a.k.a. BellSouth SPA Point to Point) orders, CDDD attainment in the first month is 87%. The performance remedy for such month would be calculated as follows: (N)
- (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (N)
- (\$1,087 X 50%) X 50% = \$272 (N)
- (e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date. (N)

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	50%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
FOC Timeliness			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	20%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	30%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: AUGUST 31, 2002

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.10.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$1,696	\$2,205	\$2,867
(%) Annual Incentives			
1.5%	> \$1,696 - 1,781	> \$2,205 - 2,315	> \$2,867 - 3,010
2%	> 1,781 - 1,866	> 2,315 - 2,426	> 3,010 - 3,154
2.5%	> 1,866 - 1,951	> 2,426 - 2,536	> 3,154 - 3,297
Maximum Revenues	\$1,951	\$2,536	\$3,297

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.10.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)		
	Year 1	Year 2	Year 3
Product Suite			
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 430	\$ 536	\$ 666
SmartRing (a.k.a. BellSouth SPA Dedicated Ring)	\$1,207	1,544	1,977
Total Annual Minimum Revenues	\$1,637	\$2,080	2,643

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	1.5%	1.5%	1.5
SmartRing (a.k.a. BellSouth SPA Dedicated Ring)	1.5%	1.5%	1.5%

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.11 Contract Tariff – No. 009 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on November 4, 2004. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 009 in the Metropolitan Statistical Areas (MSAs) defined in 25.11.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. _____ (N)

25.11.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

- (1) The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jacksonville, Knoxville, Louisville, Melbourne, Memphis, Miami-Ft. Lauderdale, Montgomery, Nashville-Davidson, Orlando, Raleigh-Durham, West Palm Beach, Wilmington (N)

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25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.11.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.11.2, following. These revenues are for the combined MSAs set forth in Section 25.11.1(B), preceding, and for the services described in Section 25.11.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services to which the incentives set forth in this Contract Tariff apply are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:

(a) Quarterly Incentive

In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.11.2, Table 1, to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in a quarter, the customer will not be eligible for a Quarterly Incentive for that quarter.

The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.11.2 to the total billed revenue achieved in the first quarter using the following computation:

(Total Billed Revenue Achieved from Beginning First Quarter to
Ending First Quarter X Applicable Incentive Percentage in Table 1)
= First Quarterly Incentive

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentive</u> (Cont'd)	(N)
The second quarter's minimum-billed revenue is determined as fifty percent (50%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the second quarter's minimum-billed revenue volume, the Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenues the customer achieved from the beginning of the first quarter to the end of the second quarter of the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Second Quarter X Applicable Incentive Percentage in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive	(N) (N) (N)
If the Second Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the second quarter one month in arrears. If the second Quarterly Incentive is negative, the customer will not be awarded a second Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N) (N)
The third quarter's minimum-billed revenue is determined as seventy-five percent (75%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the third quarter's minimum-billed revenue, the third Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the third quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first and second quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage in Table 1) – (First and Second Quarterly Incentive Awards) = Third Quarterly Incentive	(N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentives</u> (Cont'd)	(N)
If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Annual Billed Revenue Achieved from Beginning First Quarter to Ending Fourth Quarter X Applicable Incentive Percentage in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive	(N) (N) (N) (N)
If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by the end of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N)
The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.11.1.F.2, following, will apply.	(N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.11.2, Table 2, following. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving a certain percentage of the product suite total annual minimum revenue each quarter. The customer will not be awarded a Product Suite Quarterly Incentive in any quarter if the customer does not achieve the product suite minimum revenue for that quarter. However, the customer will be awarded the Product Suite Quarterly Incentives for those quarter(s) in which product suite revenues were not achieved, if at the end of the fourth quarter the customer achieves the product suite total annual minimum revenues.

The first quarter's product suite minimum revenue is determined as twenty-five percent (25%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the first quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the first Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The second quarter's product suite minimum revenue is determined as fifty percent (50%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the second quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the second Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The third quarter's product suite minimum revenue is determined as seventy-five percent (75%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the third quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the third Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The fourth quarter's product suite minimum revenue is determined as one hundred percent (100%) of the product suite annual minimum revenue for the contract term year. If the customer achieves the fourth quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the fourth Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

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ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

In the event the customer fails to achieve the fourth quarter's product suite minimum revenue, the customer will not be awarded a fourth quarter Product Suite Quarterly Incentive. Further, the customer must repay the Telephone Company any Product Suite Quarterly Incentives received for the first, second, and third quarters, and this amount will be billed to the customer one month in arrears of the customer's Contract Anniversary Date.

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's minimum revenue volume¹ (first contract term year) with revenues of \$9,618,750. The customer will be awarded the first Quarterly Incentive of \$66,369.38 computed as follows:

$$\begin{aligned} &\$9,618,750 \times .69\% = \$66,369.38 \\ &(\text{Total Billed Revenue Achieved from Beginning First Quarter to} \\ &\text{Ending First Quarter}) \times \text{Applicable Incentive Percentage}^2 \text{ in Table 1} \\ &= \text{First Quarterly Incentive Award} \end{aligned}$$

- The customer achieves the second quarter's minimum revenue volume¹ with cumulative revenues of \$19,481,500. The customer will be awarded the Second Quarterly Incentive of \$201,501.25 computed as follows:

$$\begin{aligned} &(\$19,481,500 \times 1.375\%) - \$66,369.38 = \$201,501.25 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Second Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - \text{First Quarterly Incentive Award} = \text{Second Quarterly} \\ &\text{Incentive Award} \end{aligned}$$

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.11.2. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.11.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Examples of the Quarterly Incentives</u> (Cont'd)	(N)
- The customer achieves the third quarter's revenue volume ¹ with cumulative revenues of \$29,943,750. The customer will be awarded a Third Quarterly Incentive of \$275,608.43 computed as follows:	(N) (N) (N)
$(\$29,943,750 \times 1.815\%) - (\$66,369.38 + \$201,501.25) = \$275,608.43$	(N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage ² in Table 1) – (First and Second Quarterly Incentive Award) = Third Quarterly Incentive Award	(N) (N) (N) (N)
- The customer achieves the fourth quarter's minimum revenue volume ¹ with a cumulative revenue achievement of \$41,085,000. The customer will be awarded a Fourth Quarterly Incentive of \$380,933.44 computed as follows.	(N) (N) (N) (N)
$(\$41,085,000 \times 2.25\%) - (\$66,369.38 + \$201,501.25 + \$275,608.43) = \$380,933.44$	(N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage ² in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award	(N) (N) (N) (N) (N)

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.11.2. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)
(N)
(N)

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.11.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively. (N)
(N)
(N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Product Suite Quarterly Incentives</u>	(N)
- The customer meets the first quarter's Product Suite revenue volume ¹ (first contract year) with a revenue achievement of \$9,585,000. The customer will be awarded a Product Suite Quarterly Incentive of \$66,369.38, which is equivalent to the same dollar amount awarded for the First Quarterly Incentive shown in the above example in 25.11.1(F)(1)(c).	(N) (N) (N) (N) (N) (N)
- The customer does not meet the second and third quarters' Product Suite revenue volumes and, therefore, will not be awarded the Product Suite Quarterly Incentives for these quarters. However, the customer will be awarded the second and third quarters' award at the end of the fourth quarter if the customer achieves the fourth quarter's Product Suite total annual revenue volumes.	(N) (N) (N) (N) (N) (N)
- The customer meets the fourth quarter's Product Suite revenue volume ¹ with a revenue achievement of \$39,580,000. The customer will be awarded a Product Suite Quarterly Incentive of \$858,043.12, which is equivalent to the amount the customer received for the second, third and fourth Quarterly Incentives in the above example in 25.11.1(F)(1)(c).	(N) (N) (N) (N) (N) (N)

¹These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)
(N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.11.2, Table 1, following, as determined on the anniversary date of the customer's subscription to this Contract Tariff in order to receive the Quarterly Incentives specified herein.	(N) (N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer must repay the Company all Quarterly Incentives awarded for such year as described in 25.11.1(F)(1)(a), preceding.	(N) (N) (N) (N)
Failure to achieve the annual minimum-billed revenue volume for any contract term year will also result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for the Product Suite Annual Incentives specified herein. If the customer does not achieve the product suite total annual minimum revenue for any contract term year, the customer must repay the Company all Product Suite Quarterly incentives received for such year as described in 25.5.1(F)(1)(b).	(N) (N) (N) (N) (N) (N) (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 - Contract Tariffs

25.11 Contract Tariff - No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Maximum Revenues for Incentives

The incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.11.2 following.

(4) Revenue Accumulation by Bill Period

The customer's quarterly and annual billed revenue and product suite quarterly and annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

(7) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.

(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.

(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

(8) Performance Measures

The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the annual incentives for each contract term year. The customer will be awarded four Quarterly Incentives each contract term year upon achieving the specified quarterly minimum-billed revenues set forth in 25.11.1(F)(1)(a), preceding. See 25.11.1(F)(1)(c) for examples. Table 1 below provides the maximum revenues eligible for the incentives specified herein.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes:	\$ 37,983	\$44,060
(%) Annual Incentives		
.69 %	> \$ 37,983 - 38,933	> \$44,060 - 45,162
1.375%	> \$ 38,933 - 39,882	> \$45,162 - 46,263
1.815%	> \$ 39,882 - 40,832	> \$46,263 - 47,365
2.25 %	> \$ 40,832 - 41,781	> \$47,365 - 48,466
2.625%	> \$ 41,781 - 42,731	> \$48,466 - 49,568
3.00 %	> \$ 42,731 - 43,680	> \$49,568 - 50,669
Maximum Revenues	\$ 43,680	\$50,669

(2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving the specified product suite quarterly minimum revenue described in 25.11.1(F)(1)(b), preceding. The Product Suite Quarterly Incentives will be equivalent to the same dollar amount the customer is awarded for the Quarterly Incentives described in 25.11.1(F)(1)(a), preceding. See 25.11.1(F)(1)(d) for examples.

Table 2 - Product Suite	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
LightGate svc. (a.k.a. BellSouth SPA Point to Point)	\$4,038	\$4,685
SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)	5,661	6,567
DSL (a.k.a. BellSouth SPA DSL)	27,844	32,299
Total Annual Minimum Revenues	\$37,543	\$43,551

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.12 Contract Tariff – No. 010 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on January 14, 2005. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 010 in the Metropolitan Statistical Areas (MSAs) defined in 25.12.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.12.1(G), following. The Service Level Agreement sets forth the minimum and maximum circuit levels required at the time of subscription to this Contract Tariff. (N)

25.12.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives and Service Level Agreement provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.12.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volumes are provided in Section 25.12.2, following. These revenues are for the combined MSAs set forth in Section 25.12.1(B), preceding, and for the services described in Section 25.12.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volumes shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume for each contract term year as set forth in Section 25.12.2 following. This Contract Tariff offers two levels of incentives: 1) an Annual Incentive and 2) a Product Level Quarterly Incentive, which are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.12.2, Table 1. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume for that contract term year. Further, Shortfall Penalty regulations set forth in 25.12.1(F)(2), following, will apply.

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.12.2, Table 2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.12.2, Table 1, in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each contract term year, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the quarterly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.12.1.F.2 following.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Example of Contract Tariff Annual Incentive</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement ¹ of \$9,595,000. The customer will be awarded an Annual Incentive of \$79,500 computed using Table 1 in 25.12.2 as follows:	(N)
(Annual Billed Revenue Achieved ¹ – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(9,595,000 – 8,800,000) X 10% = \$79,500	(N)
- <u>Example 2: Product Level Quarterly Incentives</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$350,000	(N)
Product #2: \$1,525,000	(N)
Total Products #1 and #2: \$1,875,000	(N)
The customer achieved the scheduled objective of 25% of this first year's annual minimum-billed revenue as shown in Table 1 of 25.12.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$56,250 computed as follows:	(N)
[(Product #1 Total Quarterly Revenues) X Product #1 Incentive Percentage] + [(Product #2 Total Quarterly Revenues) X Product #2 Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$350,000 X 3%) + (\$1,525,000 X 3%)] = \$56,250	(N)

¹These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Annual Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.12.2 following as determined on the anniversary date of the customer's subscription to this Contract Tariff in order to be eligible for the incentives set forth herein.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the following conditions will apply:	(N)
- The customer will not receive for such year the Annual Incentive as described in 25.12.1(F)(1)(a), preceding.	(N)
- In addition, the customer must repay the Company all Product Level Quarterly Incentives, as described in 25.12.1(F)(1)(b), received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
- For the remaining term of this Contract Tariff, all incentives (i.e., Annual Incentive and Product Level Quarterly Incentive) set forth herein shall be cancelled, and the customer will not be eligible for another Contract Tariff with new annual minimum-billed revenues and incentives for six months following the cancellation of the incentives in this Contract Tariff unless the Company waives the six month waiting period.	(N)
- The Service Level Agreement set forth in 25.12.1.(G), following, shall continue for the remaining term of this Contract Tariff, and all performance remedies will be paid in accordance with regulations set forth in 25.12.1(G), following.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein. Notwithstanding any provision in another Contract Tariff, the six-month waiting period shall not apply to a subscriber of this Contract Tariff.	(N) (N) (N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.12.2 following.	(N) (N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition. The customer may also elect to cancel subscription to this Contract Tariff.	(N) (N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum-billed revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 25.12.1(G) (Service Level Agreement). Service guarantees specified in Section 2.4.4 (service assurance warranty) and Section 2.4.9 (service installation guarantee) do not apply to services subject to this Contract Tariff; however, these service guarantees will be reinstated and will become effective immediately upon expiration of this Contract Tariff. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

(1) Minimum and Maximum Circuit Requirements

In order to subscribe to this Contract Tariff, a customer must have at least the minimum circuit levels for each class of service shown in the chart below but cannot exceed the maximum circuit levels shown in the chart below at the time of subscription.

Classes of Service	Minimum Circuits at Subscription	Maximum Circuits at Subscription
DS1 Services	2,000	4,500
DS3 Services	35	200

(2) Services Eligible for SLA

The services for which this SLA applies are described below. All rate elements associated with these services are included in this SLA.

- DS1 Services: BellSouth SWA DS1; BellSouth SWA Managed Shared Network Service; DS1 (a.k.a. BellSouth SPA DS1); BellSouth SPA Managed Shared Network Service
- DS3 Services: BellSouth SWA Managed Shared Network Service; BellSouth SPA Managed Shared Network Service; LightGate svc. (a.k.a. BellSouth SPA Point to Point)

(3) SLA Performance Metrics and Measurement Methodology

(a) The following performance metrics will be tracked and measured in accordance with terms and conditions described in this SLA. The definitions for these performance metrics are provided in (4), following.

- SA-1: Firm Order Confirmation (FOC) Receipt
- SA-2: Firm Order Confirmation (FOC) Receipt Past Due
- SA-3: Offered Versus Requested Due Date
- SA-4: On Time Performance to FOC Due Date
- SA-5: Days Late
- SA-6: Average Intervals Requested, Offered, Installed
- SA-7: Past Due Circuits
- SA-8: New Circuit Failure Rate
- SA-9: Failure Rate
- SA-10: Mean Time to Restore
- SA-11: Repeat Trouble Report Rate

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) SLA Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein.

- The Company will utilize its self-reported performance measurement data to determine performance metrics for each reporting period. The reporting period is defined as a full calendar month. Performance measurement results will be reported for DS1 and DS3 services separately. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the determinant of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and quantities will be calculated at a regional level and prorated to an MSA level using state and district data attributes as available until MSA specific measurements are instituted. For example, FOC Receipt and Mean Time to Restore (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
- At the point in time that MSA specific measurements are instituted, performance metrics and any applicable SLA remedies will be calculated on aggregate MSA results. The applicable MSAs are set forth in 25.12.1(B).

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the Company shall give prompt written notice to the customer specifying the nature of the excused delay, the date of inception, and the expected duration. During such delay, the Company shall perform its obligations at a performance level no less than that which it uses for its own operations. Further, in the event of such delay or failure in the Company's performance, the Company agrees to resume performance in a nondiscriminatory manner and not favor provisioning its own services above that of the customer.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u>	(N)
(a) <u>SA-1: Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric is the Company's response to a clean Access Service Request (ASR), whether an initial or supplement ASR, that provides the customer with the specific Due Date on which the requested circuit or circuits will be installed. The expectation is that the Company will conduct a minimum of an electronic facilities check to ensure due dates delivered in FOCs can be relied upon. The performance standard for FOCs received within the standard interval (see 25.12.1(G)(7) for standard intervals in Chart A, SA-1, following) is expressed as a percentage of the total FOCs received during the reporting period. A diagnostic distribution is required along with a diagnostic count of ASRs withdrawn at the Company's request due to a lack of Company facilities or otherwise.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rules: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs.	(N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(b) <u>SA-2: FOC Receipt Past Due</u>	(N)
This metric tracks all ASR requests that have not received a FOC from the Company within the standard FOC receipt interval (see 25.12.1(G)(7) for standard intervals in Chart A, SA-1, following), as of the last day of the reporting period and do not have an open, or outstanding, Query/Reject. This measure gauges the magnitude of late FOCs and ensures that FOCs are being received in a timely manner from the Company. A distribution of these late FOCs, along with a report of those late FOCs that do have an open Query/Reject, is required for diagnostic purposes.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rule: All counts are based on the latest ASR request sent to the Company. Where one or more subsequent ASRs have been sent, only the latest ASR would be recorded as Past Due if no FOC had yet been returned. The Expected FOC Receipt Interval, used in the calculations, will be the interval identified in the Performance Standards for the FOC Receipt measure. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs	(N) (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 13, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-142

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>SA-3: Offered Versus Requested Due Date</u>	(N)
This metric reflects the degree to which the Company is committing to install service on the Customer's Requested Due Date (CRDD), when a Due Date Request is equal to or greater than the Company's stated interval. The difference between the CRDD and the Offered Date for these FOCs is required for diagnostic purposes.	(N)
- Business Rule: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs	(N)

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.12 Contract Tariff – No. 010 (Cont'd) (N)
- 25.12.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (4) Performance Metrics Definitions (Cont'd) (N)
- (d) SA-4: On Time Performance to FOC Due Date (N)
- This metric measures the percentage of circuits that are completed on or before the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations may result in an installation delay. The On Time Performance To FOC Due Date is calculated both with CNR consideration and without¹ CNR consideration, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR coded orders as an appointment met, and without CNR consideration. The denominator for both calculations is the total count of circuits completed during the reporting period, including all circuits, with and without a CNR code. (N)
- Business Rules: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. The Company Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: The customer is not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs (N)

¹diagnostic only

(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(e) <u>SA-5: Days Late</u>	(N)
This metric captures the magnitude of the delay, both in average and distribution, for those circuits not completed on the FOC Due Date, and the delay was not a result of a verifiable CNR situation. A breakdown of delay days caused by a lack of Company facilities is required for diagnostic purposes.	(N)
- Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs, Projects	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(f) <u>SA-6: Average Intervals – Requested/Offered/Installation</u>	(N)
For diagnostic purposes, this metric captures three aspects of the ordering and provisioning processes and displays them in relation to each other. The Average Customer Requested Interval, the Average Company Offered Interval, and the Average Installation Interval, provide a comprehensive view of provisioning, with the ultimate goal of having these three intervals equivalent.	(N)
- Business Rule: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. The Average Installation Interval includes all completions.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs, CNRs (installation interval only)	(N)

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(g) SA-7: Past Due Circuits

This metric provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received a FOC Due Date but the due date has passed. Results are separated into those held for Company reasons and those held for customer reasons (CNRs), with a breakdown, for diagnostic purposes, of Past Due Circuits due to a lack of Company facilities. A diagnostic measure, Percent Cancellations After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed. This measurement is calculated by taking the count of all circuits not completed at the end of the reporting period > 5 days beyond the FOC Due Date, grouped separately for Total Company Reasons, Lack of Company Facility Reasons, and Total Customer Reasons, each divided by the total uncompleted circuits past FOC Due Date, for all missed reasons, at the end of the reporting period, expressed as a percentage.

- Business Rule: Calculation of Past Due Circuits is based on the most recent ASR and associated FOC Due Date. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.

- Exclusions: Unsolicited FOCs, Disconnect ASRs, Record ASRs

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(h) <u>SA-8: New Circuit Failure Rate</u> ¹	(N)
This metric measures the quality of the installation work by capturing the rate of new circuit failures and is calculated by dividing the count of circuits with a measured customer report within 30 calendar days of installation by the total number of circuits installed in the reporting period.	(N)
- Business Rule: The Company's Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.	(N)
In order for the monthly reporting period results of this metric (SA-8) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.	(N)
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; tickets used to track referrals of misdirected calls; the customer's requests for informational tickets; Repeat Trouble Reports; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket	(N)

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-8) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level service outages included in the company's maintenance measures including (SA-8).

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(i) SA-9: Failure Rate¹

This metric measures the overall quality of the circuits being provided by the Company and is calculated by dividing the number of measured customer trouble report resolved during the reporting period by the total number of "in service" circuits, at the end of the reporting period.

- Business Rule: A customer trouble report/ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.

In order for the monthly reporting period results of this metric (SA-9) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused trouble; Company trouble reports associated with administrative service; customers requests for informational tickets; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-9) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-9). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-9) metric.

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ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)
(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(j) SA-10: Mean Time to Restore¹

This metric measures the promptness in restoring circuits to normal operating levels when a problem or trouble is referred to the Company. The Individual customer trouble report duration is calculated as the elapsed time from the customer's submission of a trouble report to the Company to the time the Company closes the trouble, less any Customer Hold Time or Delayed Maintenance Time due to valid customer caused delays. A breakdown of Mean Time to Restore for those troubles recorded as Found OK/ Test OK, is required for diagnostic purposes. Aggregate MTTR is calculated by summing the individual customer trouble report durations divided by the count of customer trouble reports resolved in a reporting period.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. Elapsed time is measured on a 24-hour, seven-day per-week basis, without consideration of weekends or holidays. Multiple reports in a given period are included, unless the multiple reports for the same customer is categorized as "subsequent" (an additional report on an already open ticket). "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable. A trouble is "resolved" when the Company issues notice to the customer that the customer's service is restored to normal operating parameters. Customer Hold Time or Delayed Maintenance Time resulting from verifiable situations of no access to the end user's premises, or other customer caused delays, such as holding the ticket open for monitoring, is deducted from the total resolution interval.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; the customer's request for informational tickets; trouble tickets created for tracking and/or monitoring circuits; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-10) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-10). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-10) metric.

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(k) SA-11: Repeat Trouble Report Rate¹

The Repeat Trouble Report Rate measures the percent of maintenance customer trouble reports resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK, then the second trouble must be counted as a repeat trouble report if it is resolved to Company's reasons. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- In order for the monthly reporting period results of this metric (SA-11) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket; excludes informational tickets

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-11) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-11). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-11) metric.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain existing electronic system interfaces
and processes for Access Service Request (ASR) initiation and
trouble reporting.
- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the
ASR to be processed the same business day. ASRs received after
3:00 p.m. EST shall be processed and considered received on the
next business day.
- (c) The customer must maintain the minimum circuit levels shown in the
chart below for the classes of service indicated in order for SLA
remedies to be applied. Failure to maintain the minimum circuit
levels will result in a waiver of SLA remedies for the month for
the affected service. Circuit levels are based on end of reporting
period data.

Classes of Service	Minimum Circuits
DS1 Services	2,000
DS3 Services	35

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Company Obligations

(a) Should the Company fail to perform to the performance objectives provided in this SLA, the performance remedies set forth in 25.12.1(G)(7) through (9), following, shall apply pursuant to the customer meeting the obligations set forth in 25.12.1(G)(5), preceding.

(b) The Company will calculate performance metrics on a monthly basis. The Company will calculate performance remedies using monthly reporting period results, provided sufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period. If insufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period, monthly results will be aggregated to calculate and evaluate quarterly performance metrics and remedies.

Sufficient ordering, provisioning, and maintenance volumes are as follows:

- SA-1: If customer-ordering ASR and ASR supplement volumes per class of service are greater than 30 ASRs per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-4, SA-7, SA-8: If customer-provisioning volumes per class of service are greater than 30 circuits per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-9, SA-11: If customer's measured trouble ticket volumes per class of service are greater than 30 troubles per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- (c) The Company will sum the credits for each missed performance metric to get each month's total monthly credits. The credits for each quarter will be applied to the customer's account one month in arrears.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Ordering Elements

Chart A below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart A below are set forth in 25.12.1(G)(2), preceding.

CHART A: Service Level Agreement (Ordering Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-1: FOC Receipt			
DS1 services (within 2 business days),	>=85%	>=90%	\$0
DS3 services (within 5 business days)	< 85%	< 90%	\$50 per missed occurrence below the stated performance objective
SA-2: FOC Receipt Past Due			Diagnostic Only
DS1 and DS3 services	< 15%	< 10%	N/A
SA-3: Offered Vs. Requested Due Date			Diagnostic Only
DS1 and DS3 services	>= 90%	>= 95%	N/A

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.12.1(G)(2), preceding.

Chart B: Service Level Agreement (Provisioning Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-4: On Time to FOC Due Date Performance			
DS1 and DS3 services	>=90%	>=95%	\$ 0
(with customer not ready considerations)	< 90%	< 95%	NR charge credit per occurrence (in order of occurrence) below the stated performance objective
SA-5: Days Late			Diagnostic Only
DS1 and DS3 services	5 Days	3 Days	N/A
SA-6: Average Intervals			Diagnostic Only
DS1 and DS3 services	N/A	N/a	N/A
SA-7: Past Due Circuits			
DS1 and DS3 services (> 5 days beyond FOC Due Date for Company reasons)	< 3%	< 3%	\$ 0
DS1 and DS3 services (> 5 days beyond FOC Due Date for Company reasons)	>=3%	>=3%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements (Cont'd)

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.12.1(G)(2), preceding.

Chart B: Service Level Agreement (Provisioning Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-8: New Installation Trouble Report Rate			
DS1 services	<= 7%	<= 5.5%	\$ 0
	> 7%	> 5.5%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 3%	<= 2.5%	\$ 0
	> 3%	> 2.5%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.12.1(G)(2), preceding.

Chart C: Service Level Agreement (Maintenance & Repair Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-9: Failure Rate			
DS1 services	<= 3%	<= 2.6%	\$ 0
	> 3%	> 2.6%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 2.25%	<= 1.7%	\$ 0
	> 2.25%	> 1.7%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
SA-10: Mean Time to Restore			
DS1 and DS3 services	<= 4 hrs per month	<= 3.5 hrs per month	\$ 0
	> 4 hrs per month	> 3.5 hrs per month	Monthly Rec charge credit per individual occurrence exceeding the stated performance objective

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25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements (Cont'd)

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.12.1(G)(2), preceding.

Chart C: Service Level Agreement (Maintenance & Repair Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-11: Repeat Trouble Report Rate			
DS1 services	<= 22%	<= 20%	\$ 0
	> 22%	> 20%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 10%	<= 9%	\$ 0
	> 10%	> 9%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.12.1(F)(1)(c), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$8,800	\$10,100
(%) Annual Incentives		
5%	>\$8,800 - 9,240	> \$10,100 - 10,605
10%	> 9,240 - 9,680	> 10,605 11,110
15%	> 9,680 - 10,120	> 11,110 11,615
Maximum Revenues	\$10,120	\$11,615

- (2) Table 2 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 2	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc. (a.k.a. BellSouth SPA Point to Point)	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.13 Contract Tariff – No. 011 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on February 18, 2005. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 011 in the Metropolitan Statistical Areas (MSAs) defined in 25.13.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.13.1(G), following. (N)
(N)
(N)

25.13.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Atlanta, Charlotte, Greensboro-Winston Salem, Jacksonville, Knoxville, Louisville, Melbourne, Miami-Ft. Lauderdale, Montgomery, Nashville-Davidson, Orlando, Owensboro, Savannah, West Palm Beach (N)
(N)
(N)
(N)

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25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.13.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.13.2, following. These revenues are for the combined MSAs set forth in Section 25.13.1(B), preceding, and for the services described in Section 25.13.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each contract term year as set forth in Section 25.13.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.13.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.13.1(F)(2), following.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.13.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.13.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.13.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.13.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.13.1(F)(2) following.	(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$6,254,000. The customer will be awarded an Annual Incentive of \$4,080 computed using Table 1 in 25.13.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$6,254,000 - \$5,982,000) \times 1.5\% = \$4,080$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$5,475,000 (see Table 2 in 25.13.2). The customer will be awarded a Product Suite Annual Incentive of \$4,080, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$555,680	(N)
Product #2: \$792,864	(N)
Total Products #1 and #2: \$1,348,544	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.13.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$26,970.88 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$555,680 \times 2\%) + (\$792,864 \times 2\%)] = \$26,970.88$	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.13.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.13.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.13.1(F)(1)(b), preceding.	(N) (N) (N) (N) (N) (N) (N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual Baseline Revenue each contract term year as specified in 25.13.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.13.1(G).	(N) (N) (N) (N)
Failure to achieve the minimum annual Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.13.2 following.	(N)
(c) Customers must subscribe to the Transport Payment Plan for the applicable services provided in this Contract Tariff.	(N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.13.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u>	(N)
Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.	(N) (N) (N) (N)
The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.	(N) (N) (N)
(1) <u>Minimum Annual Baseline Revenue</u>	(N)
In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$5,248,000 for services specified in 25.13.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.13.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(2) <u>Performance Metrics and Measurement Methodology</u>	(N)
(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.13.1(G)(6) and (7) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.	(N) (N) (N) (N)
- Customer Desired Due Date (CDDD) Met	(N)
- Firm Order Confirmation (FOC) Receipt	(N)
- Mean Time to Repair (MTTR) Hours	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD)</u> :	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>Mean Time to Repair (MTTR) Hours</u>	(N)
The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 16, 2003

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-172

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual Baseline revenue of \$5,248,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

EFFECTIVE: JANUARY 17, 2003

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.13 Contract Tariff – No. 011 (Cont'd) (N)
- 25.13.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (5) Company Obligations (N)
- (a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.13.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.13.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.13.1(G)(4), preceding. (N)
- (b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date. (N)
- (c) The Monthly Revenue at Risk will be determined as follows: (N)
- (Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (N)
- (\$5,248,000 X 1%) divided by 12 = \$4,373.33 (N)
- (d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.13.1(G)(6) and (7) following. (N)
- Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows: (N)
- (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (N)
- (\$4,373.33 X 25%) X 25% = \$273.33 (N)
- (e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date. (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	10%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	10%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: JANUARY 17, 2003

ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.13.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$5,982	\$6,820
(%) Annual Incentives		
1.5%	> \$5,982 - 6,282	> \$6,820 - 7,161
2.5%	> 6,282 - 6,581	> 7,161 - 7,502
3.5%	> 6,581 - 6,880	> 7,502 - 7,843
Maximum Revenues	\$6,880	\$7,843

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.13.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
Product Suite		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 2,220	\$ 2,552
DSL (a.k.a. BellSouth SPA DSL)	3,170	3,645
*Total Annual Minimum Revenues	\$ 5,390	\$ 6,198

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	2%	2%
DSL (a.k.a. BellSouth SPA DSL)	2%	2%

EFFECTIVE: APRIL 7, 2004

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012

- (A) This Contract Tariff is valid for the period beginning March 1, 2004, and ending August 31, 2004.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to Contract Tariff No. 012 in the Metropolitan Statistical Areas (MSAs) defined in 25.14.1.B below.

25.14.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must have an existing Area Commitment Plan (ACP) in service as of January 1, 2004, or the customer must have an existing BellSouth Premium Service Incentive Plan (PSIP). ACP is set forth in Section 2.4.8(B) of this Tariff and provides two term plans, i.e., ACP A (24 months to 48 months) and ACP B (49 months to 72 months). BellSouth PSIP has a three year term and is set forth in Section 2.4.8(G) of this Tariff.

Effective April 7, 2004, customers with a BellSouth PSIP may subscribe to this Contract Tariff.

(N)
(N)

- (2) Termination liability for ACP or PSIP shall apply to services provided in this Contract Tariff as set forth in Section 2.4.8 of this Tariff.
- (3) The customer may elect to participate in this Contract Tariff by contacting a Company representative. The Company shall provide a Letter of Agreement (LOA), which will be executed by the customer's signature and acknowledged by a Company representative's signature. The signed LOA shall indicate the customer's understanding and agreement to the terms of this Contract Tariff and the effective date the customer elects to begin participation in this Contract Tariff.
- (4) The customer's effective date for participation in this Contract Tariff shall begin on the first calendar day of any month that falls within the specified contract period shown in 25.14(A) above. Customers requesting an effective date on the first calendar day of the beginning month of the contract period will have 15 business days from the start of the beginning month to indicate their election to participate in this Contract Tariff.

(B) Metropolitan Statistical Areas

Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

(C) Description of Services

The credits provided in this Contract Tariff shall apply to Local Channels associated with DS1 (a.k.a. BellSouth SPA DS1) service.

EFFECTIVE: FEBRUARY 28, 2004

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012 (Cont'd)

25.14.1 General Regulations

(D) Minimum Requirement

To be eligible for credits under this Contract Tariff, the customer must have a minimum of two consecutive months of positive net Local Channels for DS1 (a.k.a. BellSouth SPA DS1) service, which includes net Local Channels prior to the beginning month of the contract period specified in 25.14(A) preceding. Net Local Channels represent the difference between the Local Channels installed and the Local Channels disconnected within any given month. The customer's net Local Channels will be determined at the end of each month.

(E) Rates and Charges

Rates and charges for DS1 (a.k.a. BellSouth SPA DS1) service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services in Section 23.

(F) Classifications, Practices and Regulations

- (1) At the end of each month of the contract period, the customer must have achieved a minimum of 10% net Local Channels over the previous month's net Local Channels. The customer's net Local Channels must be positive for two consecutive months to qualify for credits at which time the customer may receive credits the second month, if applicable.
- (2) If the customer maintains the requirements in (1) above each month of the contract period, the customer shall receive a \$400 credit for each net Local Channel. Credit will be given each month up to a maximum of 15% of net Local Channels achieved over the previous month's net Local Channels.
- (3) Should the customer fail to achieve the requirements in (1) above, the customer will not qualify for a credit for such month. However, the customer may continue to participate for the duration of the specified contract period.
- (4) A maximum credit of 60% will be given for the entire contract period, which will be determined by summing the percentages of net Local Channels for those months qualifying for credit.
- (5) Credits the customer earns under this Contract Tariff will be accumulated and applied to the customer's bill within 75 days following the end date of this Contract Tariff.
- (6) Customers may subscribe to this Contract Tariff on or after the effective date. However, customers subscribing after the effective date may only participate for the duration of the Contract Tariff.
- (7) Applicable taxes will be computed based on the full tariff price for DS1 (a.k.a. BellSouth SPA DS1) service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

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ISSUED: JUNE 7, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-179
CANCELS ORIGINAL PAGE 25-179

EFFECTIVE: JUNE 8, 2005

ACCESS SERVICE
25 – Contract Tariffs

25.15 Contract Tariff – No. 013

25.15.1 General Regulations

Pursuant to regulations effective April 30, 2005, set forth in Section 7.4.14 of this Tariff, the customer may cancel subscription to this Contract Tariff without any further obligation in order to take advantage of the deferred billing option in Section 7.4.14 for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The regulations in Section 7.4.14 are generally available to all customers and became effective subsequent to this Contract Tariff. (N)
(N)
(N)
(N)
(N)
(N)

- (A) Customers may subscribe to this Contract Tariff within a period of fifteen days following the effective date of this Contract Tariff.
- (B) The regulations, terms and conditions for this Contract Tariff shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below:

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.15.2 Term and Renewal Options

- (A) This Contract Tariff requires the customer to subscribe to SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a 61-month Transport Payment Plan (TPP) as set forth in Section 2.4.8 of this Tariff. All TPP regulations including termination liability shall apply.
- (B) Customers may participate in this Contract Tariff by signing a Letter of Agreement (LOA), which will be acknowledged by a Company representative's signature. The signed LOA must be received during the period stated in 25.15.1(A) above.

25.15.3 Description of Services

- (A) The customer must subscribe to a minimum of five new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) at OC-12, OC-48 or OC-192 capacity in order to receive the credits shown below. These five new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) may include new orders for the service, upgrades from lower level SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) or upgrades from other BellSouth SPA services (e.g., SPA DS1, LightGate Service, SmartGate Service, etc.). Credits will be given up to a maximum of fifteen new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) at OC-12, OC-48 or OC-192 capacity. Credits will be given as follows:

(M)

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-179.1

EFFECTIVE: JUNE 8, 2005

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.15 Contract Tariff – No. 013 (N)

25.15.1 General Regulations (N)

25.15.3 Description of Services (Cont'd) (N)

- (1) For new subscriptions to OC-12 capacity rings, the customer will (M)
receive a credit equivalent to one month of monthly recurring revenue (M)
associated with each new OC-12 node Local Channel and Interoffice (M)
Channel. (M)
- (2) For new subscriptions to OC-48 or OC-192 capacity rings, the customer (M)
will receive a credit equivalent to two months of monthly recurring (M)
revenue associated with each new OC-48 or OC-192 node Local Channel (M)
and Interoffice Channel. (M)

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EFFECTIVE: JULY 13, 2004

ACCESS SERVICE

25 – Contract Tariffs

25.15. Contract Tariff – No. 013

25.15.3 Description of Services (Cont'd)

- (B) The date in which the customer signs the LOA, specified in 25.15.2(B) above, will begin the one year period for attaining the five new incremental SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) in (A) above.
- (C) If the customer's SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) has only one new node located in a Full Service Relief MSA, that new node will qualify towards the minimum requirement specified in (A), preceding, and will receive the applicable credits set forth herein. The nodes that are not in a Full Service Relief MSA do not qualify towards the minimum requirement and will not receive the credits herein.

25.15.4 Classifications, Practices and Regulations

(A) Minimum Requirements

None.

(B) Rates and Charges

The terms, conditions, rates and charges for services in this Contract Tariff shall apply as set forth in Section 23 of this Tariff, unless otherwise specified herein. The Company reserves the right to change the terms, conditions, rates and charges for the services in Section 23 or other sections of this Tariff during the contract term set forth in 25.15.2(A) above.

(C) Termination Liability

- (1) In addition to the TPP termination liability set forth in Section 2.4.9 of this Tariff, customers who disconnect SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP twelve-month minimum period will be required to repay all credits given under this Contract Tariff, and the Company will bill such amount to the customer within 90 days.
- (2) The customer will also be required to repay all credits given under this Contract Tariff if the customer does not attain the five new SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) minimum requirement set forth in 25.15.3(A), preceding, within one year of the date specified in the signed LOA. The Company will bill such amount to the customer within 90 days following the one-year period.
- (D) Monthly recurring credits given under this Contract Tariff will be applied to the customer's bill 30 days in arrears (i.e., the next month's bill period).
- (E) This Contract Tariff allows customers to receive rewards in the form of credits for the service herein. Applicable taxes will be computed based on the full tariff price for the service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-181
CANCELS ORIGINAL PAGE 25-181

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans

25.16.1 Incentive Plan for BellSouth Optical Transport Services

25.16.1.1 General Regulations

- (A) This Incentive Plan will be offered for a six-month period beginning November 11, 2004, through May 10, 2005, for new subscriptions to the following services: LightGate Service (a.k.a. BellSouth SPA Point to Point Network) (optical service only), SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Wavelength Service.

The May 10, 2005, termination date for this Incentive Plan is being extended to August 10, 2005.

(N)
(N)

- (B) Customers must elect to participate in this Incentive Plan within forty-five days of the Incentive Plan's start day shown in (A) above by signing a Letter of Agreement, which will be provided by the Company and acknowledged by a Company representative's signature.

The new subscription period for this Incentive Plan begins May 1, 2005, and ends May 31, 2005. The customer must submit a Letter of Agreement by May 31, 2005. New subscribers will be rewarded for services under this Incentive Plan for firm order service inquiries dated from May 11 thru August 10, 2005.

(N)
(N)
(N)
(N)
(N)

- (C) The 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 Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.1.2 Description

- (A) This Incentive Plan provides rewards in the form of credits that will be applied to the customer's bill upon the customer meeting the terms and conditions specified herein.

(M)

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 - CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd) (N)

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

25.16.1.2 Description (Cont'd) (N)

(B) Customers subscribing to the services in this Incentive Plan under a Transport Payment Plan (TPP) B (37 to 60 months) or Plan C (61 to 96 months) shall receive rewards on the TPP monthly recurring rates for the Local Channels, Nodes and Interoffice Channel mileage as shown in the following chart. Customers must submit a firm order for service with the firm order application date within the six-month Incentive Plan period specified in 25.16.1.1(A) above, and the service must be installed by November 10, 2005. 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 nine-month Incentive Plan period shall not qualify for this Incentive Plan. (M)(M)(M)(M)(M)(M)(M)(M)(M)(M)(C)

The service installation deadline is being extended from November 10, 2005, to February 10, 2006. (N)(N)

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. (M)(M)

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

(C) The rewards are shown in the chart below:

Local Channels/Nodes and Interoffice Channel Mileage	Capacity	Transport Payment Plan	% Discount (Rewards)
SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network)	OC-3 OC-12 OC-48 OC-192	TPP B and C	20%
BellSouth Wavelength Service	All	TPP B and C	25%

(D) The rewards in this Incentive Plan will not apply as follows:

- (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.

(E) 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.

(F) Customers may qualify for the rewards in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the six-month 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.

Note 1: All material on this page is new.

EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

(F) (Cont'd)

- (3) The customer upgrades an existing lower level service to one of the higher level 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 (a.k.a. BellSouth SPA Dedicated Ring) are combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), (e.g., rewards will not be given when two OC-12 capacity services are upgraded to one OC-192 service).

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 (a.k.a. BellSouth SPA Point to Point Network) to a SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). In addition, two or more lower-level LightGate Services (a.k.a. BellSouth SPA Point to Point Network) may be combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- An upgrade from a lower capacity service to a higher capacity service (same service) such as an upgrade of a OC-48 capacity to a OC-192 capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).

(G) 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 the 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.

(H) The rewards in this Incentive Plan will be computed as credits on the full TPP B or C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.

Note 1: All material on this page is new.

EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.1 Incentive Plan for BellSouth Optical Transport Services¹ (Cont'd)

25.16.1.2 Description (Cont'd)

- (I) 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 the customer may subscribe to. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Savings Plan (TSP), Premium Service Incentive Plan (PSIP) or TPP as set forth in Section 2.4.8 of this Tariff.
- (J) The rewards in this Incentive Plan will be provided on the following USOCS:

Local Channels	Central Office/ Customer Nodes	Interoffice Channel
HFSOC	SHNH1	1LPEE
HFSOW	SHNH3	1LPEF
HFSO3	SHNH4	1LPEG
HFS1C	SHNH5	1LPEJ
HFS1W	SHNH6	1LPEK
HFS12	SHNH7	1LPEL
HFS4C	SHNH8	1LPE4
HFS4W	SHNH9	1LPE5
HFS48	SHNC1	1LPE7
HFST2	SHNC3	1LPLG
LWAC1	SHNC4	1LPSD
LWAC2	SHNN2	1LPSE
	SHNN5	1LPSE
	SHNN6	1LPSE
	SHNN8	1LPSE
	SHNN9	1LPSE
		1LPSJ
		1LPS4
		1LPS5
		1LPS7
		1L8EA
		1L8EP
		1LPEA
		1HAXX
		1HA1X
		1HNXX
		1HNZX
		1HVXX
		1HV1X
		1HXXF
		1HNAX
		1HNBX

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE
25 - CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network)

25.16.2.1 General Regulations

- (A) An Incentive Plan will be offered for a six-month period beginning November 11, 2004, through May 10, 2005, for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (electrical service only) and SMARTGate DS3 Service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Off-Net).
- (B) Customers must elect to participate in this Incentive Plan within forty-five days of the Incentive Plan's start day shown in (A) above by signing a Letter of Agreement, which will be provided by the Company and acknowledged by a Company representative's signature.
- (C) The 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 Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.2.2 Description

- (A) This Incentive Plan provides rewards in the form of credits that will be applied to the customer's bill upon the customer meeting the terms and conditions set forth herein.
- (B) Customers subscribing to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) in this Incentive Plan under a Transport Payment Plan (TPP) B (37-60 months) or Plan C (61-96 months) shall receive rewards on the TPP monthly recurring rates for the Local Channel and Interoffice Channel Mileage as shown in the following chart. Customers subscribing to SMARTGate DS3 Service (a.k.a. BellSouth SPA Managed Shared Ring Network) under a Plan B (60 months) commitment plan shall receive rewards on the Off-Net Service commitment plan monthly recurring rates as shown in the following chart. Customers must submit a firm order for service with the application date within the six-month Incentive Plan period specified in 25.16.2.1(A) above, and the service must be installed by November 10, 2005. 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 six-month Incentive Plan period shall not qualify for this Incentive Plan.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Svc. (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

25.16.2.2 Description (Cont'd)

(B) (Cont'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.

(C) The rewards are provided in the chart below:

Service	USOCS	Rate Elements	Term Payment Plan	% Discount (Rewards)
Non-channelized LightGate DS3 svc. (a.k.a. BellSouth SPA Point to Point Network)	HFSC7, 1LPEA, 1LPE8, 1LPE9, 1LPE6, 1LPS8, 1LPS9, 1LPS6	Local Channel, Interoffice Channel Mileage	TPP B, C	20%
SmartGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network)	BM3XX	Off Net Service	Plan B	20%

(D) The rewards for services in this Incentive Plan will not apply as follows:

- When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
- 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.

(E) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

(F) TPP regulations in Section 2.4.8 of this Tariff apply for non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) and the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) commitment plan regulations in Section 7.4.22 shall apply including the termination liability regulations. In addition, if the customer disconnects the 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.

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EFFECTIVE: NOVEMBER 11, 2004

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.2 Incentive Plan for LightGate DS3 Svc. (a.k.a. BellSouth SPA Point to Point Network) and SMARTGate DS3 service (a.k.a. BellSouth SPA Managed Shared Ring Network) (Cont'd)

25.16.2.2 Description (Cont'd)

(G) Customers may qualify for the rewards in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the six-month 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.

(H) The rewards in this Incentive Plan will be computed as credits on the full TPP B or C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.

(I) Customers receiving rewards under other Incentive Plans, promotions or contract tariffs that contain the services specified in this Incentive Plan may not subscribe to this Incentive Plan. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Savings Plan (TSP), Premium Service Incentive Plan (PSIP) or TPP.

Note 1: All material on this page is new.

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-187.1
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EFFECTIVE: AUGUST 12, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16.3 Incentive Plans

(T)

25.16.3 Incentive Plan for BellSouth Optical Transport Services

25.16.3.1 General Regulations

- (A) This Incentive Plan will be offered for a nine (9) month period beginning November 15, 2005, through August 14, 2006, for new subscriptions to OC-3 and OC-12 LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and OC-3 and OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).

This Incentive Plan is being extended an additional three (3) months for the period beginning August 15, 2006, through November 15, 2006. (N)

- (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 following Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff:

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.3.2 Description

- (A) Subject to the customer meeting all terms and conditions set forth in this Incentive Plan, all orders the Company receives during the promotional period in 25.16.3.1(A) above for new subscriptions to the services below shall automatically receive the rewards herein.

- OC-3 and OC-12 LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and OC-3 and C-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)

- (B) Customers subscribing to the services in (A) above under a Transport Payment Plan (TPP) B (37 to 60 months) or Plan C (61 to 96 months) shall receive a twenty percent (20%) reward provided as a credit on the TPP monthly recurring rates for the Local Channels, Nodes and Interoffice Channel mileage as shown in the chart in (D) following. Customers must submit a firm order for service with the firm order application date within the 9-month Incentive Plan period specified in 25.16.3.1(A) above. The service must be installed by August 15, 2007. (C)

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 9-month Incentive Plan period shall not qualify for this Incentive Plan.

The 20% credit on TPP monthly recurring rates shall apply for the duration of the TPP term the customer selects.

EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

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

25.16.3.2 Description (Cont'd)

- (C) 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.
- (D) The 20% credit on TPP monthly recurring rates shall apply to the rate elements associated with the services in the chart below:

Local Channels/Nodes and Interoffice Channel Mileage	Local Channels	Central Office/ Customer Nodes	Interoffice Channel
OC-3 and OC-12 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	HFSOC HFSOW HFSO3 HFS1C HFS1W HFS12	SHNH1 SHNH3 SHNH5 SHNC1 SHNC3 SHNN5	1LPEE, 1LPEF 1LPEG, 1LPE4 1LPE5, 1LPE7 1LPSD, 1LPSE 1LPSF, 1LPS4 1LPS5, 1LPS7 1L8EA, 1L8EP 1LPEA, 1HAXX 1HA1X, 1HNXX 1HNZX, 1HVXX 1HV1X, 1HXXF 1HNAX, 1HNBX
OC-3 and OC-12 LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network)			

(E) Rewards in this Incentive Plan will not apply:

- (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.
- (F) 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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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

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

25.16.3.2 Description (Cont'd)

(G) Customers may qualify for the 20% reward in this Incentive Plan if:

- (1) The customer renews a TPP contract that expires within the 9-month 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 9-month 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 service to one of the higher level 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 (a.k.a. BellSouth SPA Dedicated Ring) are combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), (e.g., rewards will not be given when two OC-3 capacity services are upgraded to one OC-12 service).

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 (a.k.a. BellSouth SPA Point to Point Network) to a SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). In addition, two or more lower-level LightGate Services (a.k.a. BellSouth SPA Point to Point Network) may be combined for upgrading to one higher-level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- 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 (a.k.a. BellSouth SPA Dedicated Ring).

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-187.4

EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

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

25.16.3.2 Description (Cont'd)

- (H) 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.
- (I) The rewards in this Incentive Plan will be computed as credits on the full TPP B or TPP C tariff price for services in this Incentive Plan. Credits will not be applied to taxes.
- (J) 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. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Advantage Plan (TAP), Premium Service Incentive Plan (PSIP) or Transport Payment Plan (TPP) as set forth in Section 2.4.8 of this Tariff.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network)

25.16.4.1 General Regulations

- (A) An Incentive Plan will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (electrical service only).
- (B) The 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 Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff shown as follows:
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

25.16.4.2 Description

- (A) This Incentive Plan provides rewards in the form of credits for new subscriptions to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) provisioned to an end user location.
- (B) Customers subscribing to non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point) under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 – 60 months) or TPP C (61 – 96 months) shall receive the credits shown in the chart below on the TPP monthly recurring rates for the Local Channel and Interoffice Channel Mileage.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Customers must submit a firm order for service with the application date within the nine-month Incentive Plan period specified in 25.16.4.1(A) above, and the service must be installed by September 15, 2006.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

25.16.4.2 Description (Cont'd)

- (D) 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 six-month Incentive Plan period shall not qualify for this Incentive Plan.
- (E) 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.
- (F) The rewards in this Incentive Plan will apply to the following:

Service	Rate Elements	USOCS
Non-channelized LightGate DS3 svc. (a.k.a. BellSouth SPA Point to Point Network)	Local Channel, I/O Channel Mileage	HFSC7, 1LPEA 1LPE8, 1LPE9 1LPE6, 1LPS8 1LPS9, 1LPS6

- (G) The rewards for services in this Incentive Plan will not apply as follows:
- When UNEs or combination of UNEs are commingled with services in this Incentive Plan.
 - 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.
 - For Local Channels terminating at a location other than an end user location (i.e., rewards will not apply for Local Channels terminating at an inter-exchange carrier's point-of-presence.)
 - When services in this Promotion terminate in a physical or virtual collocation arrangement in a Company central office.
- (H) The Company will determine the applicable rewards for services meeting the requirements of this Incentive Plan. After services have been installed, the customer's bill will be credited each month the applicable rewards one month in arrears.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans¹ (Cont'd)

(N)

25.16.4 Incentive Plan - Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

25.16.4.2 Description (Cont'd)

- (I) TPP regulations in Section 2.4.8 of this Tariff apply for non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point). In addition, if the customer disconnects the 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) Customers may qualify for the rewards in this Incentive Plan if:
 - (1) The customer renews a TPP contract that expires within the nine-month Incentive Plan period to a renewed TPP A (24 month minimum), TPP B or TPP 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 A (24 month minimum), TPP B or TPP C contract.
 - (3) The customer renews a TPP contract during the 9-month Incentive Plan period to a TPP B or C contract when the existing TPP contract term has been fulfilled with no termination liability required.
- (K) The rewards in this Incentive Plan will be computed as credits on the full TPP tariff price for services in this Incentive Plan. Credits will not be applied to taxes.
- (L) Customers receiving rewards under other Incentive Plans, promotions or contract tariffs that contain the services specified in this Incentive Plan may not subscribe to this Incentive Plan. However, credits in this Incentive Plan are in addition to credits the customer receives under Transport Advantage Plan (TAP), Premium Service Incentive Plan (PSIP) or TPP.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.1 General Regulations

- (A) An Incentive Plan for Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, subject to the regulations, terms and conditions provided herein.
- (B) The regulations, terms and conditions for this Incentive Plan shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Incentive Plan 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 during the Incentive Plan period in (A) above.

25.16.5.21.2 Description

- (A) To qualify for the rewards in this Incentive Plan, the customer must subscribe to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network), described in (F) following, under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months). The TPP regulations, in Section 2.4.8 of this Tariff shall apply, including termination liability regulations.
- (B) Upon subscribing to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) described in (F) following, the customer will receive credit, as shown below, on the TPP monthly recurring rates for the Local Channel Systems, Optical Terminations, Central Office and Customer Interfaces, Channelization Systems and Interoffice Fixed and Per Mile Channels associated with the service. The credit on TPP rates will apply each month for the duration of the TPP term and will be applied to the customer's bill one month in arrears.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Should the customer disconnect service prior to the TPP term, the customer must repay all monthly recurring credits received under this Incentive Plan and such amount will be billed to the customer within 90 days of the service termination date.

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

- (D) Customers who renew a TPP contract that expires during the Incentive Plan period specified in 25.16.5.1(A) above for the services in herein will qualify for credit on TPP monthly recurring rates. Eligible TPPs for renewal are those that expire during the Incentive Plan period and where termination liability does not apply. The customer may take advantage of this Incentive Plan by renewing the expired TPP under a new TPP A, B or C.
- (E) In addition to (D) above, customers who have fulfilled the minimum term of an existing TPP (i.e., 12 months of TPP A, 37 months of TPP B and 61 months of TPP C) may qualify for this Incentive Plan by either renewing the TPP or entering into a new TPP with a term of 24, 37 or 61 months, as applicable.
- (F) Customers must submit orders during the Incentive Plan period in 25.16.5.1(A) above for the new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and the service must be installed no later than September 15, 2006.
- (G) The chart below provides the services and rate elements for which the rewards in this Incentive Plan shall apply.

Service Description	Rate Elements	USOCS
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	Local Channel Systems	HFSCF, HFSCG HFSC7, HFSCJ, 1LPEA
LightGate 2 and 3 Services (a.k.a. BellSouth SPA Point to Point Network)	Optical Termination	HFSL2, HFSL3
LightGate 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	DS3 CO and Customer Channel Interfaces	1PQEC, 1PQEP MQ3C0, 1PQE3
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	28 DS1 Channel System	MQ3C0, MQ3C1
LightGate 1 Service (a.k.a. BellSouth SPA Point to Point Network)	I/O Fixed & Per Mile Channels (0-8 & 9-25 mileage bands only)	1LPS8, 1LPE8 1LPE9, 1LPS9

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EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

(H) The rewards in this Incentive Plan will not apply:

- (1) When UNEs or combination of UNEs commingled with services in this Incentive Plan exceed 14 DS1s of an eligible DS3 service capacity. Annual reviews will be performed to determine if commingling of such services has exceeded 14 DS1s of the service capacity of an eligible DS3 facility, at such time credits will be discontinued.
- (2) When UNEs do not terminate and originate at the same serving wire center as the Local Channel for LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (3) When UNEs connect to a SPA DS1 Interoffice Channel.
- (4) When UNEs connect to an Interoffice Channel and Local Channel for LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (5) For lower level circuits riding on the services in this Incentive Plan and for optional features and functions other than those specified herein.
- (6) When services in this Incentive Plan terminate in a physical or virtual collocation arrangement in a Company central office.
- (7) When services in this Incentive Plan are under a month-to-month billing arrangement.
- (8) Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).

(I) Credits in this Incentive Plan will be applied to the full TPP monthly rates for services in this Incentive Plan and will not be applied to taxes.

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-187.11
CANCELS ORIGINAL PAGE 25-187.11

EFFECTIVE: DECEMBER 21, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)

25.16.6 Incentive Plan – DS1 Service (a.k.a. BellSouth SPA DS1) (Cont'd)

25.16.6.1 General Regulations

This Incentive Plan is being cancelled with the effective date of this
Tariff. No new subscriptions to this Incentive Plan will be accepted after
December 21, 2005. All subscriptions received on or before December 21,
2005, will be honored. (N)
(N)
(N)
(N)

- (A) An Incentive Plan for DS1 Service (a.k.a. BellSouth SPA DS1) will be offered for a three (3) month period beginning January 1, 2006, through March 31, 2006, subject to the regulations, terms and conditions provided herein.
- (B) Customers may subscribe to this Incentive Plan during the period in (A) above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature. The LOA shall contain the customer's Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions for this Incentive Plan shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (D) Rates and charges for services in this Incentive Plan 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 during the Incentive Plan period in (A) above.

25.16.6.2 Description

- (A) This Incentive Plan rewards long-term customers who have had their existing DS1 Service (a.k.a. BellSouth SPA DS1) for 36 months or longer. The reward in (B) below will be provided subject to the following conditions:
 - (1) The customer's SPA DS1 Service must be under a CSPP contract term of 49 months or greater or an Area Commitment Plan (ACP) B. The CSPP and ACP regulations, terms and conditions provided in Section 2.4.8 of this Tariff shall apply including termination liability regulations.
 - (2) The customer must have seventy percent (70%) or more of their SPA DS1 Local Channels and Interoffice Channels under the ACP B.
 - (3) The customer must have a minimum of five hundred (500) SPA DS1 Local Channels or nine thousand (9,000) Interoffice Channel miles under the ACP B.
- (B) The customer will be rewarded a ten percent (10%) credit on the CSPP and ACP monthly recurring rates for the SPA DS1 Local Channel and Interoffice Channel. The ten percent (10%) credit will apply for the duration of the CSPP or ACP contract term and will continue to apply as long as the customer keeps the SPA DS1 Service in service.

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ISSUED: DECEMBER 13, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-187.12

EFFECTIVE: DECEMBER 14, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.6 Incentive Plan – DS1 Service (a.k.a. BellSouth SPA DS1) (Cont'd)

25.16.6.2 Description (Cont'd)

- (C) The credit in (B) above will apply in addition to the ACP and CSPP discounts.
- (D) The credit will be applied to the customer's bill one month in arrears.
- (E) The credit will not apply to services that terminate in a physical or virtual collocation arrangement in a Company central office.
- (F) The credit will be applied to the service's full tariff price and will not be applied to taxes.

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EFFECTIVE: APRIL 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.17 Contract Tariff – No. 014¹

(N)

- (A) Customers may subscribe to this Contract Tariff within a period of fifteen (15) days following the Contract Tariff's effective date. The subscription period expires April 16, 2005.
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 14 in the Full Service Relief Metropolitan Statistical Areas (MSAs) defined in Section 23 of this Tariff.
- (C) This Contract Tariff provides a Service Level Agreement (SLA), which shall apply pursuant to regulations, terms and conditions in 25.17.2 following.
- (D) The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.
- (E) Upon subscription to this Contract Tariff, the customer must have Total Billed Revenue (TBR) for Qualifying Services for 2004 of at least \$400M.

25.17.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued.
- (2) Customers may subscribe to this Contract Tariff within the 15-day subscription period above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature. The LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).

(B) Metropolitan Statistical Areas

The regulations, terms and conditions provided herein shall apply for the Full Service Relief MSAs as said MSAs are defined in Section 23 of this Tariff.

(C) Description of Services

(1) Qualifying Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's Qualifying Annual TBR pursuant to regulations in (D) following. Rates and charges for these services are set forth in Section 6, Section 7, Section 9, Section 10, Section 21, Section 23, Section 28 and Section 29 of this Tariff.

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EFFECTIVE: APRIL 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.17 Contract Tariff – No. 014¹

(N)

25.17.1 General Regulations

(C) Description of Services (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue (Cont'd)

BellSouth SWA Dedicated Transport Service (Section 6 and Section 23)

- BellSouth SWA VG
- BellSouth SWA DSO
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Section 7 and Section 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video_)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- Special Access (a.k.a. BellSouth SPA) Surcharge and Message Station Equipment Recovery Charge

BellSouth Directory Assistance Access (Section 9)

- BellSouth Directory Transport

Special Federal Government Access Services (Section 10)

- Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Section 21 and Section 23)

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

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EFFECTIVE: APRIL 1, 2005

ACCESS SERVICE

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25.17.1 General Regulations

(C) Description of Services (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue (Cont'd)

Digital Subscriber Line Access Services (Section 23 and 28)

- BellSouth ADSL Service
- BellSouth Enterprise DSL Service
- BellSouth Session Based DSL Service

Optical Transport Access Services (Section 23 and Section 29)

- BellSouth Wavelength Service

(2) Eligible Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's eligible total billed revenue for the MSAs set forth in 25.17.1(B) preceding for which the incentives in this Contract Tariff shall apply.

BellSouth SWA Dedicated Transport Service (Section 23)

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Section 23)

- Voice Grade (a.k.a. BellSouth SPA VG)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA DS1)
- Alternate Serving Wire Center
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service

Optical Transport Access Services (Section 23)

- BellSouth Wavelength Service

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25.17.1 General Regulations

(D) Minimum Total Billed Revenue

To qualify for the discount incentives as set forth in 25.17.3(A)(1), the customer must achieve an Annual TBR volume level provided in Table 1, Section 25.17.3, calculated monthly. The Qualifying Annual TBR volumes in Table 1 represent monthly recurring revenues for services in 25.17.1(C)(1) preceding, billed to the customer on a region-wide basis. These revenues will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

The customer's Eligible TBR represents monthly recurring revenues for services in 25.17.1(C)(2) preceding, which are billed to the customer in the MSAs set forth in 25.17.1(B) preceding. These revenues will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

(E) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

- (a) The incentives in this Contract Tariff will be provided in the form of credits that will be applied to the customer's bill. If the customer achieves an annual TBR volume level in Table 1, as calculated in this subsection (E)(1), the applicable incentive percentage will be applied to the customer's monthly TBR for the Eligible Services in 25.17.1(C)(2) preceding provided in the MSAs set forth in 25.17.1(B). The incentive percentage will not be applied to the region-wide annual TBR the customer achieves.

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25.17.1 General Regulations

(E) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives (Cont'd)

(a) Cont'd

The incentives will be determined as described below. Table 1 (25.17.3(A)(1)) provides an example of how the incentives will apply.

- At the end of each month, the customer's monthly TBR will be annualized to determine the annual TBR volume level. If the annualized TBR volume level falls within a volume level shown in Table 1 following, the incentive percentage associated with that volume level will be used to determine the incentive the customer earns for such month. The incentive percentage will be applied to the customer's monthly TBR for Eligible Services in 25.17.1(C)(2), preceding.
- (b) If in any month of the contract term the customer does not achieve an annualized TBR volume level shown in Table 1, there will be no shortfall penalty nor will the customer qualify for an incentive for such month nor will the Contract Tariff be terminated.
- (c) The incentive the customer earns each contract term month will be applied to the customer's bill one month in arrears.

(2) Alternate Serving Wire Center Credit

Customers subscribing to this Contract Tariff will receive a 50% credit on an applicable Transport Payment Plan (TPP) rates for new subscriptions and renewals to Alternate Serving Wire Center (ASWC) (USOC 1HAXX). The credit will be applied to the customer's bill one month in arrears for the duration of the contract term.

In the event an ASWC service interruption occurs pursuant to regulations for credit allowance for service interruptions in 2.4.8(B)(a) of this Tariff, the Company will make a manual billing adjustment which shall be the difference in the ASWC TPP rate prior to the 50% credit and the ASWC TPP rate after the 50% credit.

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(N)

25.17.1 General Regulations

(E) Classifications, Practices and Regulations

(3) SMARTRing Service (a.k.a. BellSouth Dedicated Ring) Transport Payment Plan

Customers subscribing to SMARTRing Service (a.k.a. BellSouth Dedicated Ring) subsequent to the effective date of this Contract Tariff in the MSAs set forth in 25.17.1(B) under a 37 or 61 month TPP (i.e., TPP B or C), the Company shall waive termination liability upon the customer fulfilling 36 months of the 37 month TPP and 60 months of the 61 month TPP.

(4) Restrictions

- (a) The customer may not sign up for another Contract Tariff for the same MSAs and the same services set forth in this Contract Tariff, unless the customer terminates its subscription under this Contract Tariff when it moves to any other Contract Tariff. Such termination would be without any liability.
- (b) The incentives in this Contract Tariff will not be applied to taxes.

(5) Mergers and Acquisitions

Should the customer merge with another company or is acquired by another company, the following regulations shall apply:

- (a) The customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives or credits provided in this Contract Tariff.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

This Service Level Agreement (SLA) as specified herein shall become effective on the first full calendar month following the effective date of the Contract Tariff, and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

Unless otherwise stated herein, the services for which this SLA applies are SPA DS1 and SPA DS3 ordered pursuant this Contract Tariff.

(1) Performance Metrics and Measurement Methodology

- (a) The SLA Performance Targets and maximum SLA Performance Credits are shown in Tables A-1, A-2, A-3, and Table B in 25.17.2(A) (5)(a) following. The performance measures that will be tracked and measured are as follows:

- On-Time Performance (OTP)
- New Circuit Failure Rate (NCFR)
- Mean Time to Repair (MTTR)
- Failure Frequency (FF)

With the exception of DS3 On-Time Performance (OTP), which is not included in this SLA, each of these performance measures will be applied separately to the SPA DS1 and SPA DS3 classes of service, resulting in the seven individual performance measures provided in Tables A-1, A-2, and A-3 in 25.17.2(A) (5)(a) following. All performance measures as described will be derived from provisioning and maintenance records having or relating directly to the reporting ACNA agreed upon by the Company and the Customer.

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data provided under this SLA:

Data Collection and Reporting

- The Company will utilize its self-reported performance measurement data to assess, at regular intervals, progress of individual measurements versus Performance Targets. The Company's self reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a SLA Performance Credit. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(1) Performance Metrics and Measurement Methodology (Cont'd)

(b) (Cont'd)

Data Collection and Reporting (Cont'd)

- Reports will display all percentages and averages to two decimal points, using standard rounding rules.
- BellSouth will provide performance reports quarterly by the last business day of the month following the reported quarter.
- SLA data collection procedures shall include only data and results from all MSAs of the BellSouth region.
- A minimum of 30 transactions (orders/new installations) must be completed in the annual reporting period for the performance measurement to be assessed. Performance measurements with less than the minimum of 30 transactions will be awarded 14.3 points.

Calculation

At the conclusion of each Contract Tariff agreement year, the 12-month results for each performance measure will receive a point value of 14.3 points if its established SLA Performance Target for the appropriate Contract Tariff year is met. Partial point adjustments, as calculated below, will be awarded if an individual 12-month performance measurement either falls below or exceeds its target performance level and stays within the maximum and minimum range. These results will then be totaled (seven (7) individual metrics) to provide an overall performance score. This total score will determine the appropriate SLA Performance Credit as described in Table B in A (5)(b) following.

Partial point values for performance measurements are determined by the fractional degree to which the SLA Performance Target was exceeded or missed. Maximum and minimum Performance Targets are provided in tables A-1, A-2 and A-3 of section A (5) (a) following. For performance below the established Performance Target, but exceeding the minimum, the achieved percentage of possible basis points between the minimum and the Performance Target will be multiplied by 14.3 to provide the points earned. For performance above the established Performance Target, the achieved percentage of possible basis points between the maximum service level and the Performance Target shall be multiplied by 10.7, and that result added to 14.3, to provide the points earned. A maximum of 25 points will be awarded for performance above the established maximum Performance Target, and no points will be awarded for performance below the minimum Performance Target.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(1) Performance Metrics and Measurement Methodology (Cont'd)

(b) (Cont'd)

Calculation (Cont'd)

- Example 1 (Illustrative)

The end of year result for DS1 Failure Frequency (DS1 FF) is 22.0%. The established SLA Target for this individual performance measure is 20.50%, with a maximum service level of 18.45% and a minimum of 22.55%.

The points earned for this individual result will be determined as follows:

Total Basis Points (vs. Minimum) = $22.55 - 20.50 = 2.05$
Earned Basis Points = $22.55 - 22.0 = 0.55$

Percentage of Basis Points Earned = $0.55 / 2.05 = .268$ (27%)

Since performance was below the Performance Target,
Points Earned = $27\% * 14.3 = 3.8$

- Example 2 (Illustrative)

The end of year result for DS1 On-Time Provisioning (DS1 OTP) is 97.50%. The established SLA Performance Target for this individual performance measure is 96.0%, with a maximum of 99.0% and a minimum of 93%.

The points earned for this individual result will be determined as follows:

Total Basis Points (vs. Maximum) = $99.0 - 96.0 = 3.0$
Earned Basis Points = $97.5 - 96.0 = 1.5$
Percentage of Basis Points Earned = $1.5 / 3.0 = .5$ (50%)

Since performance is above the Performance Target,
Points Earned = $(50\% * 10.7) + 14.3 = 19.7$

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(1) Performance Metrics and Measurement Methodology (Cont'd)

(b) (Cont'd)

Restrictions

Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, strikes, nuclear accidents or power blackouts.

In the event of a failure or delay in the collection of data necessary in the Company's performance of its obligations for this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost due to delay.

(2) Performance Metrics Definitions

(a) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative. This measurement includes all troubles found in the Company's network: Central Office (CO), Station (STN), Service Bureau (SVB) and Facility (FAC). Also included are the following trouble conditions not found in the Company's network: Test OK (TOK), No Trouble Found (NTF) and Came Clear (CC).

Exclusions: Troubles opened as information tickets, release tickets or test assist are not included in this measurement, neither are tickets closed as Serving Bureau – ICO (SVB-47), Customer Premise Equipment (CPE), Inter-exchange Carrier (IEC) and Informational (INF) Tickets.

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25.17.2 Service Level Agreement

(A) Service Level Agreement

(2) Performance Metrics Definitions (Cont'd)

(a) Mean Time to Repair (MTTR) Hours (Cont'd)

Business Rule: Mean Time To Restore is calculated by dividing the total number of trouble duration hours for troubles occurring in the yearly review period by the total number of troubles in the yearly review period. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration result.

(b) Failure Frequency

Failure Frequency is represented as an annualized percent of applicable exchange access circuits (excluding message T1s) provided by the Company that have had a trouble occurrence, exclusive of troubles not assignable to the Company. For Meet Point and Joint Provided Access circuits, only troubles assignable to the Company shall be included. For Type 2 Access circuits, only troubles where the Company exhibits primary control shall be included.

Exclusions: Troubles opened as information tickets, release tickets or test assists are not included as failures assignable to the Company. Also not included are trouble tickets closed out as Test Okay (TOK), No Trouble Found (NTF), Serving Bureau – ICO (SVB-47), Customer Premise Equipment (CPE), Inter-exchange Carrier (IEC) and Informational (INF) Tickets.

Business Rule: Failure Frequency is calculated by dividing the total number of circuit failures assignable to the Company by the total number of applicable circuits provided by the Company and annualized by multiplying by 12.

(c) New Circuit Failure Rate

This metric measures the percent of new customer circuits installed by the Company where a reported trouble was found in the Company network within 30 calendar days of order completion. A service is considered to have a problem or trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(2) Performance Metrics Definitions (Cont'd)

(c) New Circuit Failure Rate (Cont'd)

Exclusions: Troubles attributed to Test OK (TOK), No Trouble Found (NTF), Serving Bureau – ICO (SVB-47), Customer Premise Equipment (CPE), Inter-exchange Carrier (IEC), and Informational (INF) Tickets.

Business Rule: The total number of circuits with trouble reports within thirty-days of installation, divided by the total number of new circuits installed for the review period. Only Add orders are considered for this measurement.

(d) On-Time Provisioning

This metric measures the percentage of Access Services provisioned in such a manner that the customer does not experience any installation delays beyond the Customer Desired Due Date.

Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. Missed due dates attributable to ICO's. (Orders are included in the review period that they are completed).

Business Rule: On-Time Performance is calculated by dividing the number of ASRs that have missed Customer Desired Due Date (DDD) for reasons assignable to the Company by the number of ASRs completed in the reporting period.

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(3) Customer Obligations

In order to receive the SLA Performance Credits specified in this SLA, the customer agrees to the following conditions:

- (a) Achieve minimum annual Total Billed Revenue (TBR) of \$350M.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

(4) Company Obligations

- (a) The Company will evaluate and calculate the SLA performance on an annual basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each yearly evaluation, two months in arrears of the customer's Contract Tariff anniversary date. The annual SLA Performance Credit will be applied to Customer's Qualifying Services provisioned in the Company's Price Flex MSAs, as defined in Section 25.17.1 (B).
- (b) At the time of evaluation, the Company will calculate the prior 12-months of TBR, as described in Section 25.17.1 (C)(1). The Customer's TBR for the prior 12 months will be utilized in the calculation of the maximum SLA Performance Credit, as set forth below. That percentage will then be multiplied by the TBR for the Price Flex MSAs for the prior 12-month period in order to determine a maximum SLA Performance Credit amount used in the calculations following.

TBR	Percentage of Price Flex Revenue Eligible For SLA Credit
> 500 - 525	1.0%
> 475 - 500	0.9%
> 450 - 475	0.8%
> 425 - 450	0.7%
> 350 - 425	0.6%

Example:

\$430M in Qualifying Services TBR, Qualifies for maximum SLA performance credit of 0.7% x \$250M (hypothetical Price Flex Revenue) = \$1.75M

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(4) Company Obligations (Cont'd)

(c) The Annual SLA Performance Credit will be determined as follows:
 Maximum SLA Performance Credit amount (as described above)
 multiplied by the applicable payout percentage determined in Table
 A of 27.17.2 (A)(5)(b) following.

(d) The following example illustrates how the Company will calculate
 the SLA Performance Credits.

A hypothetical view of End of Year Results and the SLA Review is
 provided in the table below. The Performance Targets, Points Earned
 and Results used are presented for illustrative purposes only.

SLA Performance Measure	Target	Target MIN	Target MAX	E0Y Result	Points Earned
Failure Frequency (FF)					
DS3	5.60%	6.16%	5.04%	5.90%	6.6
DS1	20.50%	22.55%	18.45%	22.00%	3.8
Mean Time to Repair (MTTR)					
DS3	1.55	1.71	1.40	1.54	14.8
DS1	3.60	3.96	3.24	3.72	9.5
New Circuit Failure Rate (NCFR)					
DS3	2.20%	2.42%	1.98%	2.15%	16.7
DS1	4.50%	4.95%	4.05%	4.62%	10.5
On-Time Provisioning (OTP)					
DS1	96.0%	93.0%	99.0%	97.50%	19.7
Total Score					81.6

If the Total Billed Revenue for the prior 12-month period was
 \$430M, the percentage applied to eligible Price Flex Revenue would
 be 0.7%. If given \$250M in Price Flex Revenue, the maximum SLA
 Performance Credit amount would be determined as follows: 0.7% *
 \$250,000,000 = \$1,750,000. Given the resulting SLA performance
 points score of 81.6, 25% credit would be applied to the \$1,750,000
 eligible amount in determining the applicable SLA Performance
 Credit. This would yield a resulting SLA Credit of \$437,500 to the
 Customer's Qualifying Services provisioned in the Company's Price
 Flex MSAs.

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25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(5) SLA Performance Evaluation Criteria

(a) Service Levels

Tables A-1, A-2 and A-3 below provide target service levels for each measured SLA component, with their respective minimum and maximum performance band criteria:

Table A-1 SLA Performance Criteria For Year 1

SLA Performance Measure	Performance Target	Minimum Target	Maximum Target
Failure Frequency (FF)			
DS3	5.60%	6.16%	5.04%
DS1	20.50%	22.55%	18.45%
Mean Time to Repair (MTTR)			
DS3	1.55	1.71	1.40
DS1	3.60	3.96	3.24
New Circuit Failure Rate (NCFR)			
DS3	2.20%	2.42%	1.98%
DS1	4.50%	4.95%	4.05%
On-Time Provisioning (OTP)			
DS1	96.00%	93.00%	99.00%

Table A-2 SLA Performance Criteria For Year 2

SLA Performance Measure	Performance Target	Minimum Target	Maximum Target
Failure Frequency (FF)			
DS3	5.54%	6.10%	4.99%
DS1	20.30%	22.32%	18.27%
Mean Time to Repair (MTTR)			
DS3	1.53	1.69	1.38
DS1	3.56	3.92	3.21
New Circuit Failure Rate (NCFR)			
DS3	2.18%	2.40%	1.96%
DS1	4.46%	4.90%	4.01%
On-Time Provisioning (OTP)			
DS1	97.00%	94.00%	99.00%

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(N)

25.17.2 Service Level Agreement

(A) Service Level Agreement (Cont'd)

(5) SLA Performance Evaluation Criteria

(a) Service Levels (Cont'd)

Table A-3 SLA Performance Criteria For Year 3

SLA Performance Measure	Performance Target	Minimum Target	Maximum Target
Failure Frequency (FF)			
DS3	5.49%	6.04%	4.94%
DS1	20.09%	22.10%	18.08%
Mean Time to Repair (MTTR)			
DS3	1.52	1.67	1.37
DS1	3.53	3.88	3.18
New Circuit Failure Rate (NCFR)			
DS3	2.16%	2.37%	1.94%
DS1	4.41%	4.85%	3.97%
On-Time Provisioning (OTP)			
DS1	97.00%	94.00%	99.00%

(b) SLA Performance Scoring

Table B below provides the respective SLA credit percentage applied, given a total score using the aforementioned calculations procedures.

Table B

Total Measurement Component Points Earned	SLA Rebate %
85 or higher	0%
80 to < 85	25%
75 to < 80	50%
70 to < 75	75%
0 < 70	100%

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(N)

25.17.3 Revenue Volumes and Incentives

(A) Annual Total Billed Revenue (TBR) Volumes and Incentives

- (1) Table 1 below provides the annual TBR volume levels and incentives. The customer's monthly TBR will be annualized at the end of each month to determine the annual TBR volume level achieved. If the customer's annual TBR falls within a level shown in Table 1 below, the corresponding incentive percentage in Column B will be used to determine the monthly revenue incentive the customer earns. The incentive percentage will be applied to monthly TBR for Eligible Services in the MSAs set forth in this Contract Tariff. The incentive the customer earns will be applied to the customer's bill each contract term month one month in arrears. The maximum incentive the customer may earn each month is shown in Table 1, Column C.

TABLE 1

(A) Annual Total Billed Revenue (TBR) Volumes (Region-wide)	(B) Incentive Percentage	(C) Maximum Monthly Revenue Incentive
(\$ Millions)		
\$400 - \$425	1.0%	\$.208
>\$425 - \$450	1.75%	\$.375
>\$450 - \$475	3.0%	\$.708
>\$475 - \$500	4.25%	\$1.0
Maximum >\$500 - \$525	5.25%	\$1.33

- (2) Following is an example of how the customer may earn incentives in this Contract Tariff.

- The customer's monthly-billed TBR (region-wide) for the first term month is \$39,583,333, annualized TBR at \$475 million. The customer qualifies for the incentive percentage of 4.25%, as shown in Table 1 above. If the customer's monthly TBR for eligible services in the MSAs in this Contract Tariff are \$25,729,166, the customer will earn the maximum monthly incentive of \$1 million (i.e., 4.25% of \$25,729,166 = \$1,093,490). The incentive credit will be applied to the customer's bill one month in arrears.

Note 1: All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015¹

(N)

- (A) Customers may subscribe to this Contract Tariff within thirty (30) days following the Contract Tariff's effective date. The subscription period expires May 9, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Atlanta

25.18.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place an order instead for new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) as specified in 25.18(C) above in order to receive the rewards. Also, the customer agrees not to add new SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place new circuit orders instead for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) in the MSAs in 25.18(C) above. The new circuit orders for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) specified in 25.18(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: APRIL 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015 (Cont'd)¹

(N)

25.18.1 General Regulations (Cont'd)

(A) (Cont'd)

- (3) The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will receive a 20% credit on the monthly recurring TPP C rates associated with the Local Channel, Node and Interoffice Channel mileage for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) The service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than August 10, 2005, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates will be discontinued.

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

EFFECTIVE: APRIL 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.18 Contract Tariff – No. 015 (Cont'd)¹

(N)

25.18.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP C contract term will be responsible for paying any shortfall charges credited for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring), and such charges will be billed to the customer within 90 days of disconnecting the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-192 level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.19 Contract Tariff – No. 016¹

(N)

- (A) This Contract Tariff is valid for a six-month period beginning May 1, 2005, and ending October 31, 2005.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief MSAs set forth in Section 23 of this Tariff.

25.19.1 General Regulations

(A) Term and Renewal Options

- (1) To be eligible for the rewards in this Contract Tariff, customers must have an existing Area Commitment Plan (ACP) for DS1 Service (a.k.a. BellSouth SPA DS1) Interoffice Channels prior to the Contract Tariff's effective date. ACP is provided in Section 2.4.8(B) of this Tariff and all ACP regulations shall apply including termination liability and shortfall charge regulations.
- (2) The rewards in this Contract Tariff will be provided for the six-month period specified in 25.19(A) above after which time the rewards will be terminated. Rewards are provided as credits that will be applied to the customer's bill upon the customer meeting the requirements set forth in this Contract Tariff.

(B) Description

Customers subscribing to DS1 Service (a.k.a. BellSouth SPA DS1) may earn credits subject to the following conditions:

- (1) At the end of each month of the six-month period in 25.19(A) above, the customer's previous month's net SPA DS1 Interoffice Channels (i.e., Fixed rate element) must be a positive number in order to qualify for credits. Net Interoffice Channels represents the difference between the Interoffice Channels installed in a month and the Interoffice Channels disconnected for such month.
- (2) If in any month during the six-month period the customer has positive net SPA DS1 Interoffice Channels and the previous month's net SPA DS1 Interoffice Channels are positive, the customer will earn a one-time credit based on the Interoffice Channel volume level the customer attains for such month as shown below. Credit the customer earns each month will be awarded as a single one-time credit and does not apply per Interoffice Channel.

<u>Net Interoffice Channel Volume</u>	<u>Monthly Credit Earned</u>
26 – 125	\$ 5,000
126 – 250	10,000
>250	20,000

Note 1: All material on this page is new.

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.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.19 Contract Tariff – No. 016¹

(N)

25.19.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer will not qualify for credits if the previous month's net SPA DS1 Interoffice Channels are not positive and/or if the current month's net SPA DS1 Interoffice Channels are not positive.

(C) Minimum Requirements

Not applicable.

(D) Rates and Charges

The rates and charges for the service in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the service during the term of this Contract Tariff unless otherwise specified.

(E) Classifications, Practices and Regulations

- (1) Any customer meeting the requirements of this Contract Tariff in any month during the six-month period in 25.19(A) above will automatically earn the applicable credit shown in (B), preceding. Credit the customer earns each month will be accumulated and applied to the customer's bill within 90 days following the six-month end date.
- (2) Customers who receive credits under another Contract Tariff or promotion for the same service and the same MSAs set forth herein shall not qualify for the credits in this Contract Tariff.
- (3) Applicable taxes and any credits earned under this Contract Tariff will be computed on the full tariff price for the service. Credits will not be applied to taxes.

Note 1: All material on this page is new.

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.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 15, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Areas (MSA) below:
 - Jacksonville, FL
 - Orlando, FL

25.20.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place an order instead for new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) as specified in 25.20(C) above in order to receive the rewards. Also, the customer agrees not to add new SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) who elect to place new circuit orders instead for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) specified in 25.20(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on the SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring) during the contract term set forth in (3) below for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017 (Cont'd)¹

(N)

25.20.1 General Regulations (Cont'd)

(A) Description (Cont'd)

- (3) The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will qualify for the 20% credit on monthly recurring TPP C rates associated with the new OC-192 Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than 120 days from the customer's firm order confirmation date, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates will be discontinued.

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.

(D) Minimum Requirement
Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

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EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.20 Contract Tariff – No. 017 (Cont'd)¹

(N)

25.20.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the TPP C contract term will be responsible for paying any shortfall charges credited for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring), and such charges will be billed to the customer within 90 days of disconnecting the OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-192 level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 15, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Greensboro, NC

25.21.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place an order instead for a new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing BellSouth SPA Managed Shared Network Service as specified in 25.21(C) above in order to receive the rewards. Also, the customer agrees not to add new BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place new circuit orders instead for new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for the new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSA as the existing BellSouth SPA Managed Shared Network Service specified in 25.21(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018 (Cont'd)¹

(N)

25.21.1 General Regulations (Cont'd)

(A) (Cont'd)

- (3) The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will qualify for the 20% credit on monthly recurring TPP C rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than 120 days from the customer's firm order confirmation date, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates shall be discontinued.

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.21 Contract Tariff – No. 018 (Cont'd)¹

(N)

25.21.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) provided under this Contract Tariff prior to the TPP C contract term will be responsible for paying any shortfall charges credited for BellSouth SPA Managed Shared Network Service, and such charges will be billed to the customer within 90 days of the disconnecting SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-48 or higher level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JULY 29, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-215.1
CANCELS ORIGINAL PAGE 25-215.1

EFFECTIVE: JULY 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.22 Contract Tariff – No. 019¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires August 14, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Ft. Lauderdale, FL

25.22.1 General Regulations

(A) Term and Renewal Options

The customer must subscribe to a seven node OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a Transport Payment Plan (TPP), Plan C (61 months) pursuant to the terms and conditions in (B) below. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

- (1) This Contract Tariff provides a single one-time reward to customers who subscribe to a seven node OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a 61-month TPP. The single one-time reward will be provided as a credit to the customer's account, which will be applied to the customer's bill within 60 days following the service establishment date.
- (2) The credit will be calculated at 1.65% of the total revenue value of the 61-month TPP for the seven node OC-48 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (3) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later February 10, 2006, unless a delay in installing the service is caused by the Company.
- (4) If the customer disconnects the service under this Contract Tariff prior to the 61-month TPP term, the customer must repay the 1.65% single one-time credit received under this Contract Tariff and the customer's account will be debited such amount within 90 days of the disconnect date. In addition, the TPP termination liability will apply as specified in (A), preceding.

¹All material on this page is new

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EFFECTIVE: JULY 30, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.22 Contract Tariff – No. 019 (Cont'd)¹

(N)

25.22.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) Customers subscribing to this Contract Tariff may also subscribe to the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (2) The reward in this Contract Tariff will not apply when UNEs or combination of UNEs are commingled with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) ordered under this Contract Tariff.
- (3) The reward will be computed as a credit on the full TPP monthly rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS
25 – Contract Tariffs (Cont'd)

25.23 Contract Tariff – No. 020¹

(N)

- (A) This Contract Tariff is valid for a six-month period beginning May 1, 2005, and ending October 31, 2005.
- (B) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief MSAs set forth in Section 23 of this Tariff.

25.23.1 General Regulations

(A) Term and Renewal Options

- (1) To be eligible for the rewards in this Contract Tariff, customers must have an existing Area Commitment Plan (ACP) for DS1 Service (a.k.a. BellSouth SPA DS1) Local Channels prior to the Contract Tariff's effective date. ACP is provided in Section 2.4.8(B) of this Tariff and all ACP regulations shall apply including termination liability and shortfall charge regulations.
- (2) The rewards in this Contract Tariff will be provided for the six-month period specified in 25.23(A) above after which time the rewards will be terminated. Rewards are provided as credits that will be applied to the customer's bill upon the customer meeting the requirements set forth in this Contract Tariff.

(B) Description

Customers subscribing to DS1 Service (a.k.a. BellSouth SPA DS1) may earn credits subject to the following conditions:

- (1) At the end of each month of the six-month period in 25.23(A) above, the customer's previous month's net SPA DS1 Local Channels must be a positive number in order to qualify for credits. Net Local Channels represents the difference between the Local Channels installed in a month and the Local Channels disconnected for such month.
- (2) If in any month during the six-month period the customer has positive net SPA DS1 Local Channels and the previous month's net SPA DS1 Local Channels are positive, the customer will earn a one-time credit based on the Local Channel volume level the customer attains for such month as shown below. Credit the customer earns each month will be awarded as a single one-time credit and not on a per Local Channel basis.

<u>Local Channel Volume</u>	<u>Monthly Credit Earned</u>
76 – 200	\$ 5,000
201 – 400	7,500
>400	10,000

Note 1: All material on this page is new.

EFFECTIVE: APRIL 30, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.23 Contract Tariff – No. 020¹

(N)

25.23.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer will not qualify for credits if the previous month's net SPA DS1 Local Channels are not positive and/or if the current month's net SPA DS1 Local Channels are not positive.

(C) Minimum Requirements

Not applicable.

(D) Rates and Charges

The rates and charges for the service in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the service during the term of this Contract Tariff unless otherwise specified.

(E) Classifications, Practices and Regulations

- (1) Any customer meeting the requirements of this Contract Tariff in any month during the six-month period in 25.23(A) will automatically earn the applicable credit shown in (B), preceding. Credit the customer earns each month will be accumulated and applied to the customer's bill within 90 days following the six-month end date.
- (2) Customers who receive credits under another Contract Tariff or promotion for the same service and the same MSAs set forth herein shall not qualify for the credits in this Contract Tariff.
- (3) Applicable taxes and any credits earned under this Contract Tariff will be computed on the full tariff price for the service. Credits will not be applied to taxes.

Note 1: All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS TARIFFS

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period begins August 16, 2005, and expires August 31, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs):
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach
- (D) The Company reserves the right to change the regulations, terms, conditions, rates and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.
- (E) To qualify for this Contract Tariff, at the time of subscription the customer must have a minimum of 80% of existing Interoffice Channels associated with LightGate DS3 Service (a.k.a. BellSouth SPA DS3 Point-to-Point) terminating to one of the services below. The Interoffice Channels must be in the Full Service Relief MSAs specified in (C) above.
 - LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point)
 - SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring)
 - BellSouth Wavelength Dedicated Ring Service
 - BellSouth Wavelength Channel Service

25.24.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives in this Contract Tariff shall be discontinued unless the Company and the customer mutually agree to extend the Contract Tariff.
- (2) Customers subscribing to this Contract Tariff must participate in the Transport Advantage Plan (TAP) at the Volume Band >\$100M to \$300M. All TAP regulations, terms and conditions shall apply as set forth in Section 2.4.8 of this Tariff.

¹All material on this page is new.

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.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(B) Description of Contract Tariff Incentive

The incentive in this Contract Tariff is described as follows and will be provided as a quarterly credit upon the customer meeting the terms and conditions herein.

- (1) The quarterly credit will be calculated as a percentage of quarterly recurring revenues associated with Eligible Services in (C) following. Credit will be based on two criteria:

- Volume levels of region-wide Annual Total Billed Revenue (TBR) achieved for the Qualifying Services defined in (D) following.
- Interoffice Channels for Eligible Services in (C) following. The credit percentage is differentiated by whether the interoffice channel terminates to a Company provided on-net service or off-net service. An on-net service is defined as interoffice channels that terminate to one or more of the services below. An Off-net service is interoffice channels that do not terminate to the services below.

LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point)
SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring)
BellSouth Wavelength Dedicated Ring Service
BellSouth Wavelength Channel Service

- (2) The quarterly credit will be applied to the customer's bill one-month in arrears during the three-year contract term.

The customer's past twelve months of region-wide TBR will be used to determine the appropriate Annual TBR volume level achieved at the end of each period, which must fall within a volume level shown in Table 1 of 25.24.2 in order to qualify for credit.

- (3) There will be no shortfall penalty assessed if at the end of a each quarterly period the customer's past twelve months of region-wide TBR falls short of the minimum Annual TBR volume level in Table 1 of 25.24.2. The customer will be allowed to continue subscribing to this Contract Tariff but will not qualify for a credit for the shortfall period.

¹All material on this page is new.

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(C) Eligible Services for Calculating Incentives

The credits described in (B) above will be applied to monthly recurring revenues associated with the services below. Rates and charges for these services are set forth in Section 23 of this Tariff.

- Interoffice Channel Mileage for DS1 Service (a.k.a. BellSouth SPA DS1) (USOC: 1L5XX)
- Interoffice Channel Mileage for LightGate DS3 Service (a.k.a. BellSouth SPA DS3 Point-to-Point) (USOCS: 1LPS6, 1LPS8, 1LPS9, 1LPE6, 1LPE8 and 1LPE9)

(D) Qualifying Services for Annual Total Billed Revenue

The following Qualifying Services will be used in determining the customer's region-wide Annual TBR. Rates and charges for these services are set forth in Sections 6, 7, 9, 10, 21, 23, 28 and 29 of this Tariff. The Company reserves the right to change the rates and charges for these services during the term of this Contract Tariff.

BellSouth SWA Dedicated Transport Service (Sections 6 and 23)

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)

¹All material on this page is new.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: OCTOBER 31, 2006

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-218.3
CANCELS ORIGINAL PAGE 25-218.3

EFFECTIVE: NOVEMBER 15, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

25.24.1 General Regulations (Cont'd)

(D) Qualifying Services for Annual Total Billed Revenue (Cont'd)

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23) (Cont'd)

- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SPA Customer Network Management (CNM) - FlexServ Service (C)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- BellSouth SPA Surcharge and Message Station Equipment Recovery Charge
- BellSouth Optical Transport Access Services

BellSouth Directory Assistance Access (Section 9) - BellSouth Directory Transport

Special Federal Government Access Services (Section 10) - Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Sections 21 and 23) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

Digital Subscriber Line Access Services (Sections 23 and 28) - BellSouth ADSL Service - BellSouth Enterprise DSL Service - BellSouth Session Based DSL Service

Optical Transport Access Services (Sections 23 and 29) - BellSouth Wavelength Service

EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.1 General Regulations (Cont'd)

(E) Minimum Revenue Requirement

To qualify for the incentive in this Contract Tariff, the customer must achieve the minimum revenue volume level specified in 25.24.2, Table 1. These revenues represent the customer's past twelve months of recurring revenues billed to the customer on a region-wide basis for services listed in (D), preceding.

These revenues will not be adjusted to reflect credits or discounts the customer earns under other pricing plans (e.g., Area Commitment Plan, Transport Advantage Plan, etc). Non-recurring charges and taxes assessed will not be included in these revenues.

(F) Classifications, Practices and Regulation

- (1) Eligible Services defined in (C) preceding do not include services that terminate in physical or virtual collocation arrangements in a Company central office.
- (2) Customers subscribing to this Contract Tariff may not subscribe to any other Contract Tariff for the same services in the same MSAs specified herein.
- (3) Should the customer merge with another company or is acquired by another company, the customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives in this Contract Tariff.
- (4) Credits the customer earns under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

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EFFECTIVE: AUGUST 16, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.24 Contract Tariff – No. 021 (Cont'd)¹

(N)

25.24.2 Revenue Volumes and Incentives

- (A) Table 1 below provides the region-wide Annual TBR volume levels and the corresponding credit percentages. The customer's past twelve months of region-wide TBR will be used to determine the appropriate Annual TBR volume level achieved at the end of each quarterly period. Credit will be applied to Eligible Services as specified in 25.24.1(B) and (C) preceding.

Table 1 – Quarterly Credit

(A)	(B)	(C)
Annual TBR Volume Levels (Region-wide)	% Credit for Interoffice Channel Terminating to Transport Services ²	% Credit for Interoffice Channel <u>Not</u> Terminating to Transport Services ²
\$105M - \$114M	19%	5%
≥ \$115M - \$119M	30%	5%
≥ \$120M - \$124M	34%	5%
\$125M or greater	36%	5%

- (B) The following example illustrates how the customer may earn the credits shown in Table 1, and it assumes the customer meets all terms and conditions specified in the Contract Tariff.

The customer's 36-month contract term began on August 1, 2005. At the end of the first quarter (i.e., November 1), the customer's past twelve months of Qualifying Revenues for the services defined in (D), preceding, is \$112M. The customer's first quarter Eligible Services billing for On-net DS1 and DS3 Interoffice Channels is \$1,750,000; the Eligible Services billing for Off-net DS1 and DS3 Interoffice Channels is \$750,000. The customer will earn a first quarter credit of \$370,000, which will be applied to the customer's December bill (i.e., one month in arrears). The credit is calculated as follows.

19% for On-net DS1 and DS3 Interoffice ($\$1,750,000 \times 19\% = \$332,500$)
5% for Off-net DS1 and DS3 Interoffice ($\$750,000 \times 5\% = \$37,500$)

Credit Earned: $\$332,500 + \$37,500 = \$370,000$

¹All material on this page is new.

²SmartRing Service (a.k.a. BellSouth SPA Dedicated Ring), LightGate Optical Service (a.k.a. BellSouth SPA Point-to-Point), BellSouth Wavelength Dedicated Ring Service, BellSouth Wavelength Channel Service

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EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹

(N)

- (A) Customers may subscribe to this Contract Tariff during a fifteen (15) day subscription period following the Contract Tariff's effective date. The subscription period shall begin July 7, 2005 and expire July 21, 2005.
- (B) Subject to the regulations, terms and conditions provided herein this Contract Tariff, customers will be provided specific speeds of Managed Shared ATM Service (MSATMS) circuits for a contract term beginning July 22, 2005 and ending November 21, 2005.
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Area (MSA).
- (D) Customers may subscribe to this Contract Tariff within the 15-day subscription period in (A) above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature. The LOA shall contain the start date of the customer's contract term (i.e., July 22, 2005) and the Access Customer Name Abbreviations (ACNAs).

25.25.1 General Regulations

(A) Term and Renewal Options

MSATMS circuits available in this Contract Tariff will be provided for a contract term of four months as set forth in 25.25(B) above. At the end of the contract term, the customer must either discontinue the service, continue the service under month-to-month rates or elect to move the service under an optional payment plan (i.e., a Fast Packet Services Payment Plan or Fast Packet Savings Plan).

(B) Description

Subject to the conditions set forth in this Contract Tariff, specific speeds of MSATMS circuits will be provided at a 45% discount off the nonrecurring charges and Month to Month rates provided in Section 23 of this Tariff for the contract term set forth in 25.25(B).

- (1) Only new MSATMS circuits are available from this Contract Tariff.
- (2) The following specific speed MSATMS circuits are available from this Contract Tariff: 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps, 149.760 Mbps and 599.040 Mbps.
- (3) The new MSATMS circuits from this Contract Tariff must be ordered as Month to Month service in order for the pricing afforded by this Contract Tariff to be administered.

Note 1: All material on this page is new.

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EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The specific rate elements for eligible speed MSATMS circuits that are discounted under this Contract Tariff are those for MSATMS Connections and their associated MSATMS PVC Features (i.e., PVC Segment and PVC Bandwidth/Service Activation Charges) and optional Special Provisioning.

(C) Minimum Requirements

Customers subscribing to this Contract Tariff must satisfy both of the following Minimum Requirements.

- (1) Customers subscribing to this Contract Tariff must order a minimum of at least 30 new MSATMS circuits (of the speeds available from this Contract Tariff) with service due dates (i.e., installation completed) within the period of this Contract Tariff term set forth in 25.25(B).
- (2) Customers subscribing to this Contract Tariff must maintain monthly recurring revenue billing of \$2,000,000 per month or greater for the term of this Contract Tariff specified in 25.25(B). The formula for determining the total monthly recurring billing of a customer shall be the sum of the monthly recurring billing for the following services billed to the customer:
- BellSouth Exchange Access Frame Relay Service
 - BellSouth Exchange Access Connectionless Data Service
 - BellSouth Exchange Access Asynchronous Transfer Mode Service
 - BellSouth Managed Shared Frame Relay Service
 - BellSouth Managed Shared Asynchronous Transfer Mode Service
 - BellSouth Network Visibility Service (excluding Service Establishment Charge and Management Access Interface Charges)
 - BellSouth DSL Service
 - BellSouth Session Based DSL Service
 - BellSouth Metro Ethernet Service
 - BellSouth Transport Services following:
 - WATS Access Line (WAL) (a.k.a. BellSouth WATS Line) Service
 - DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service
 - High Capacity (a.k.a. BellSouth SPA High Capacity)
 - Alternate Serving Wire Center Service
 - LightGate Service (a.k.a. BellSouth SPA Point to Point Network)
 - Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
 - Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (a.k.a. BellSouth SPA Dedicated Ring)
 - Voice Grade (a.k.a. BellSouth SPA DS0 VG) Service
 - Program Audio (a.k.a. BellSouth SPA Program Audio) Service
 - Analog Data Access (a.k.a. BellSouth SPA DS0 VG) Service

Note 1: All material on this page is new.

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EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(C) Minimum Requirements (Cont'd)

(2) (Cont'd)

- BellSouth Transport Services following: (Cont'd)
 - . SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - . SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
 - . SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network)
 - . FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Service
 - . BellSouth SPA Managed Shared Network Service
 - . Surcharge for Special Access (a.k.a. BellSouth SPA) Service
 - . Message Station Equipment Recovery Charge
 - . Metallic (a.k.a. BellSouth Metallic) Service
 - . Telegraph Grade (a.k.a. BellSouth Telegraph) Service
 - . Wideband Analog (a.k.a. BellSouth SPA Wideband Analog) Service
 - . Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel Service
 - . Video (a.k.a. BellSouth Video Service)
 - . Broadcast Qualify Video (a.k.a. BellSouth SPA Commercial Quality Video) Service
 - . Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) Service
 - . Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video) Service
 - . 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport) Service
 - . DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) Service
 - . BellSouth SPA Modular Video Transport Service
 - . Dry Fiber
 - . BellSouth SWA Transport
 - . BellSouth SWA Managed Shared Network Service
 - . BellSouth Dedicated Ring
 - . BellSouth Managed Shared Ring Service
 - . BellSouth SWA DS0 Service
 - . BellSouth SWA DS1 Service
 - . BellSouth SWA DS3 Service
 - . BellSouth Wavelength Service
 - . BellSouth Directory Transport
 - . Federal Government Transport Plan

Note 1: All material on this page is new.

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EFFECTIVE: JULY 6, 2005

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.25 Contract Tariff – No. 022¹ (Cont'd)

(N)

25.25.1 General Regulations (Cont'd)

(D) Rates and Charges

The rates and charges for MSATMS are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for MSATMS during the term of this Contract Tariff unless otherwise specified herein.

(E) Classifications, Practices and Regulations

- (1) Credits are provided under this Contract Tariff to administer the discount specified in 25.25.1(B). Credits provided under this Contract Tariff will apply only for the billing periods within the Contract Tariff term set forth in 25.25(B). (For example, a new 36 Mbps MSATMS circuit that is installed July 22, 2005 would receive the 45% credit for its nonrecurring charge in accordance with (2) following and a 45% credit for monthly recurring billing for the periods from July 22, 2005 thru November 21, 2005 in accordance with (3) following. No credits are applicable for the portion of any billing period covering the provisioning of service beyond November 21, 2005.)
- (2) Nonrecurring credits will be applied to the customer's bill at the customer's next bill date. A credit of 45% of the nonrecurring charge for an eligible MSATMS rate element will be provided.
- (3) Monthly recurring credits will be applied to the customer's bill 30 days in arrears (i.e., the next month's billing period). A credit of 45% of the monthly recurring rate for an eligible MSATMS rate element will be provided for each full monthly billing period. (If appropriate, partial month credit thru November 21, 2005 will be provided for any customer bill period that extends beyond that Contract term end date.)
- (4) The cancellation of Access Service Requests for MSATMS Connections ordered are subject to the standard Cancellation Charges for MSATMS set forth in Section 5.4. (Cancellation of an Access Order).
- (5) If the customer does not satisfy the Minimum Requirements set forth in 25.25.1(C) during the period of this Contract Tariff term (as set forth in 25.25.(B)), and/or if the customer wishes to terminate this Contract Tariff agreement prior to its expiration on November 21, 2005, then the customer shall be obligated to pay the Company an amount equal to all Contract Tariff credits (described in (1) through (3) preceding) that have been issued during the period of this Contract Tariff term.

Note 1: All material on this page is new.

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ISSUED: AUGUST 18, 2005

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-223
CANCELS ORIGINAL PAGE 25-223

EFFECTIVE: AUGUST 19, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 3, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief Metropolitan Statistical Areas (MSAs) in Section 23 of this Tariff.

25.26.1 General Regulations

(A) Description

- (1) This Contract Tariff offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place an order instead for a new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSAs as the existing BellSouth SPA Managed Shared Network Service as specified in 25.26(C) above in order to receive the rewards. Also, the customer agrees not to add new BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) below will be provided subject to the terms and conditions in this Contract Tariff.
- (2) This Contract Tariff also offers rewards to customers who have existing BellSouth SPA Managed Shared Network Service who elect to place new circuit orders instead for new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The new circuit orders for the new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be in the same MSAs as the existing BellSouth SPA Managed Shared Network Service specified in 25.26(C) above in order to receive the rewards. Also, the customer agrees not to add any new circuits on BellSouth SPA Managed Shared Network Service during the contract term set forth in (3) below for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The rewards in (3) following will be provided subject to the terms and conditions in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: AUGUST 19, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023 (Cont'd)¹

(N)

25.26.1 General Regulations (Cont'd)

(A) Description (Cont'd)

- (3) The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be placed under a Transport Payment Plan (TPP) C (i.e., 61 months to 96 months contract term). The customer will qualify for the 20% credit on monthly recurring TPP C rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Node and Interoffice Channel mileage as provided under the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (4) The service establishment date for the new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be no later than one year from effective date of this Contract Tariff, unless a delay in installing the service is caused by the Company.

(B) Term and Renewal Options

The new OC-12 or higher capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be ordered under a TPP C and all TPP regulations in Section 2.4.8 shall apply, including termination liability, unless otherwise noted in this Contract Tariff. At the end of the TPP C contract term, the 20% credit on TPP rates shall be discontinued.

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein.

(D) Minimum Requirement

Not applicable.

(E) Classifications, Practices and Regulations

- (1) Rewards the customer earns under this Contract Tariff will be credited to the customer's bill one month in arrears.
- (2) Customers must pay 100% of the monthly recurring charges associated with the unexpired portion of the TPP C, if the customer disconnects the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) prior to the end of the TPP C contract term. In addition, the customer must repay all rewards received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the termination date.

¹All material on this page is new.

EFFECTIVE: AUGUST 19, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.26 Contract Tariff – No. 023 (Cont'd)¹

(N)

25.26.1 General Regulations (Cont'd)

(E) Classifications, Practices and Regulations (Cont'd)

- (3) Customers who disconnect the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) provided under this Contract Tariff prior to the TPP C contract term will be responsible for paying any shortfall charges credited for BellSouth SPA Managed Shared Network Service, and such charges will be billed to the customer within 90 days of the disconnecting SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (4) For purposes of this Contract Tariff, a new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may include an existing lower level SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) that is upgraded to an OC-12 or higher level on a one-to-one basis.
- (5) The rewards in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
 - (b) 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.
- (6) The rewards in this Contract Tariff will be computed as credits on the full TPP C rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: AUGUST 10, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.27 Contract Tariff – No. 024¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires August 25, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Atlanta

25.27.1 General Regulations

(A) Term and Renewal Options

The customer must subscribe to BellSouth Wavelength Service and place a minimum of one 2.5 Gbps Wavelength Channel under a Transport Payment Plan (TPP), Plan B (37 months) pursuant to the terms and conditions in (B) below. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

- (1) This Contract Tariff provides a single one-time reward to customers subscribing to BellSouth Wavelength Service who place a minimum of one new 2.5 Gbps Wavelength Channel under a 37-month TPP B. The single one-time reward will be provided as a credit equivalent to the monthly recurring charge for a 2.5 Gbps Wavelength Channel (USOC: LWAC2).
- (2) The single one-time credit will be placed on the customer's bill within 90 days following the service establishment date for the Wavelength Channel.
- (3) For customers subscribing to this Contract Tariff who also subscribe to the Incentive Plan in 25.16 of this Tariff for a new 2.5 Gbps Wavelength Channel, the reward in this Contract Tariff will be reduced the amount of the credit the customer receives under the Incentive Plan.
- (4) If the customer disconnects service under this Contract Tariff prior to the 37-month TPP term, the customer must repay the single one-time credit received under this Contract Tariff and the customer's account will be debited such amount within 90 days of the disconnect date. In addition, the TPP termination liability will apply as specified in (A), preceding.

¹All material on this page is new

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 9, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-225

EFFECTIVE: AUGUST 10, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.27 Contract Tariff – No. 024 (Cont'd)¹

(N)

25.27.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) Customers subscribing to this Contract Tariff may also subscribe to the Incentive Plan for BellSouth Optical Transport Services in Section 25.16 of this Tariff.
- (2) The reward will be computed as a credit on the full TPP monthly rate for the service in this Contract Tariff. Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: SEPTEMBER 3, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.28 Contract Tariff – No. 025¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 18, 2005.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Area (MSA) below:
 - Charleston

25.28.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must sign a new 61-month Transport Payment Plan (TPP), Plan C (61 months), for an existing OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) pursuant to the terms and conditions herein. All TPP regulations shall apply including termination liability regulations as set forth in Section 2.4.8 of this Tariff.

(B) Description

This Contract Tariff provides monthly Incentives for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), which will be provided as a 20% credit on the 61-month TPP monthly recurring rates pursuant to the following:

- (1) The 20% credit will apply to monthly recurring rates associated with the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) Local Channel, Interoffice Channel and Node rate elements for the duration of the 61-month TPP term.
- (2) The 20% credit will only apply to the rate elements in (1) above when they terminate at a location other than an end user premises.
- (3) The OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must consist of five (5) nodes located in the MSA in 25.28(C) above.
- (4) The customer must maintain a minimum of eleven SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) throughout the region. If the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) fall below eleven, the Incentives in this Contract Tariff shall be discontinued.

¹All material on this page is new

EFFECTIVE: SEPTEMBER 3, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.28 Contract Tariff – No. 025 (Cont'd)¹

(N)

25.28.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (5) The 20% credit on the 61-month TPP monthly recurring rates will be applied to the customers' bill each month of the TPP term, one month in arrears.
- (6) If the customer disconnects service in this Contract Tariff prior to the 61-month TPP term, the customer must repay all credits received under this Contract Tariff and the Company will bill such amount to the customer within 90 days of the disconnect date. The TPP termination liability will also apply as specified in (A) above.
- (7) The customer must place the order for the new 61-month TPP for OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) within three months of this Contract Tariff's effective date.

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) The Incentives in this Contract Tariff will not apply as follows:
 - (a) 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.
 - (b) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
- (2) The credits under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

- (A) Customers may subscribe to this Contract Tariff within a period of fifteen (15) days following the Contract Tariff's effective date. The subscription period expires October 16, 2005.
- (B) Customers may subscribe to this Contract Tariff by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature. The LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs). The LOA shall also indicate the Revenue Band in which the customer expects revenues to fall. Revenue Bands are provided in Tables 1 and 2 of 25.29.3.
- (C) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief Metropolitan Statistical Areas (MSAs) defined in Section 23 of this Tariff.
- (D) This Contract Tariff provides a Service Level Agreement, which shall apply pursuant to regulations, terms and conditions in 25.29.2 following.
- (E) Upon subscription to this Contract Tariff, the customer must have Total Billed Revenue (TBR) for Qualifying Services for the past twelve (12) months of at least \$9 million.

25.29.1 General Regulations

(A) Term and Renewal Options

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued.
- (2) Customers subscribing to this Contract Tariff may not subscribe to Transport Advantage Plan in Section 2.4.8 of this Tariff. However, the discounts received under this Contract Tariff are in addition to any applicable discounts under other Company discount plans that the customer may have subscribed to (i.e., Area Commitment Plan, Channel Services Payment Plan, Transport Payment Plan, etc.).

(B) Description of Incentives and Services

Customers who subscribe to this Contract Tariff will receive Monthly Incentives based on the customer achieving the minimum revenue commitment defined in (C) following for each contract term year for the Qualifying Services described in (1) below.

The Monthly Incentives will be applied to TBR for Eligible Services described in (2) below.

Additional details on the Monthly Incentives and minimum revenue commitment levels are provided in the following sections.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICES

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(B) Description (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's annual Qualifying TBR pursuant to regulations in (D) following. Rates and charges for these services are set forth in Sections 6, 7, 9, 10, 21, 23, 28 and 29 of this Tariff.

BellSouth SWA Dedicated Transport Service (Sections 6 and 23)

- BellSouth SWA VG
- BellSouth SWA DSO
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Sections 7 and 23)

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video_)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA High Capacity)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service
- Alternate Serving Wire Center
- Special Access (a.k.a. BellSouth SPA) Surcharge and Message Station Equipment Recovery Charge

BellSouth Directory Assistance Access (Section 9)

- BellSouth Directory Transport

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(B) Description (Cont'd)

(1) Qualifying Services for Calculating Total Billed Revenue (Cont'd)

Special Federal Government Access Services (Section 10)

- Federal Government Transport Plan for Special Access Services

Fast Packet Access Services (Sections 21 and 23)

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

Digital Subscriber Line Access Services (Sections 23 and 28)

- BellSouth ADSL Service
- BellSouth Enterprise DSL Service
- BellSouth Session Based DSL Service

Optical Transport Access Services (Sections 23 and 29)

- BellSouth Wavelength Service

(2) Eligible Services for Calculating Total Billed Revenue

The following Special Access and Switched Access dedicated transport services will be used in determining the customer's Eligible total billed revenue (TBR) for the MSAs set forth in 25.29.1(C) preceding for which the incentives in this Contract Tariff shall apply.

BellSouth SWA Dedicated Transport Service (Section 23)

- BellSouth SWA VG
- BellSouth SWA DSO
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services (Section 23)

- Voice Grade (a.k.a. BellSouth SPA VG)
- Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
- DS1 High Capacity (a.k.a. BellSouth SPA DS1)
- Alternate Serving Wire Center
- LightGate svc.(a.k.a. BellSouth SPA Point to Point Network)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SPA Managed Shared Network Service
- BellSouth Metro Ethernet Service

Optical Transport Access Services (Section 23)

- BellSouth Wavelength Service
- BellSouth Wavelength Dedicated Ring Service
- BellSouth Wavelength Channel Service

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(C) Minimum Revenue Requirement

In Year 1, the minimum revenue commitment is defined in Tables 1 and 2 of 25.29.3 following. In Years 2 and 3, the minimum revenue commitment is defined as the greater of the following: 1) the minimum revenue commitments specified in Tables 1 and 2 of 25.29.3 following, or 2) the Qualifying TBR for the same time period. Both the minimum revenue commitments in Tables 1 and 2 and the Qualifying TBR represent annualized monthly recurring revenues for the Qualifying Services in (B)(1) preceding, which are billed to the customer on a region-wide basis. These revenues will not be adjusted to reflect credits or discounts the customer earned under other pricing plans (e.g., Area Commitment Plan, etc.). Nonrecurring charges and taxes assessed will not be included in these revenues.

The customer's Eligible TBR represents monthly recurring revenues for Eligible services in (B)(2) preceding, which are billed to the customer in the MSAs set forth in 25.29(C) preceding. The Eligible TBR will not be adjusted to reflect credits or discounts earned under other pricing plans (e.g., Area Commitment Plan, Channel Services Payment Plan, Transport Payment Plan, etc.). Nonrecurring charges and taxes assessed will not be included in these revenues.

At the end of each contract term year, the Company and the customer will review the customer's Qualifying TBR. If a billing discrepancy has occurred, the parties will determine through negotiations whether the billing discrepancy has had any material impact on the Qualifying TBR, and based on the negotiations, the Company will make any adjustments as appropriate.

(D) Rates and Charges

The rates and charges for services in this Contract Tariff are provided in Section 23 and other sections of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified herein, and the customer reserves the right to challenge those revised terms, conditions, rates and charges for services using the existing intervening process at the FCC.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(E) Classifications, Practices and Regulations

(1) Contract Tariff Incentives

At subscription to this Contract Tariff, the customer must select Revenue Band 1 in Table 1 or Revenue Band 2 in Table 2 shown in 25.29.3 following, depending on the customer's projected revenue objectives. The Revenue Bands in Tables 1 and 2 provide the minimum revenue commitment levels and the associated reward percentages as well as the reward for revenues that fall below the minimum revenue commitments.

A description of how the Monthly Incentives will be determined is provided in (2) below.

(2) Application of Monthly Incentives

- (a) For the first contract term year, the customer will be awarded a Monthly Incentive at the end of each month, which will be applied to the customer's bill one month in arrears. The Monthly Incentive will be calculated using the minimum revenue commitment reward percentage in 25.29.3, times the monthly Eligible TBR.

If the Company determines at the end of the first year the customer has not achieved the first year's minimum revenue commitment in 25.29.3, a shortfall charge will apply which will be calculated as the difference between the minimum revenue commitment specified in 25.29.3 and the annual Qualifying TBR. The shortfall charge shall not be greater than the sum of the Monthly Incentives the customer received throughout the first year.

Should the customer terminate subscription to this Contract Tariff during the first year, the customer must repay 100% of the rewards received for the year and such amount will be billed to the customer within 90 days of the termination date unless the customer terminates the subscription pursuant to 25.29.1(E)(3)(b). In addition, the customer's Service Level Agreement in this Contract Tariff will be terminated. However, the Service Assurance Warranty (SAW) set forth in 2.4.4 of this Tariff will begin to apply at the termination date of this Contract Tariff, and the Service Installation Guarantee will continue to apply pursuant to regulations in 2.4.9 of this Tariff.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(E) Classifications, Practices and Regulations

(2) Application of Monthly Incentives (Cont'd)

- (b) For the second contract term year, the customer will be awarded a Monthly Incentive at the end of each month, which will be applied to the customer's bill one month in arrears. The Monthly Incentive will be calculated using the minimum revenue commitment reward percentage in 25.29.3, times the monthly Eligible TBR.

If the Company determines at the end of the second year the customer's revenues fell below the second year's minimum revenue commitment, the customer's bill will be adjusted to reflect the difference between the sum of the Monthly Incentives the customer received during the year and the adjusted annual Incentive calculated using the lower reward percentage in 25.29.3 times the annual Eligible TBR. The difference will be billed to the customer within 60 days. Shortfall charges will not apply.

Should the customer terminate subscription to this Contract Tariff during the second year, the customer must repay 75% of the rewards received for Years 1 and 2 and such amount will be billed to the customer within 90 days of the termination date unless the customer terminates the subscription pursuant to 25.29.1(E)(3)(b). In addition, the customer's Service Level Agreement herein will be terminated. However, the Service Assurance Warranty (SAW) set forth in 2.4.4 of this Tariff will begin to apply at the termination date of this Contract Tariff, and the Service Installation Guarantee will continue to apply pursuant to regulations in 2.4.9 of this Tariff.

- (c) The third year Monthly Incentives will be determined in the same manner described in (b) above. Should the customer terminate subscription to this Contract Tariff during the third year, the customer must repay 50% of the rewards received for Years 1, 2 and 3 and such amount will be billed to the customer within 90 days of the termination date unless the customer terminates the subscription pursuant to 25.29.1(E)(3)(b). In addition, the customer's Service Level Agreement herein will be terminated. However, the Service Assurance Warranty (SAW) set forth in 2.4.4 of this Tariff will begin to apply at the termination date of this Contract Tariff, and the Service Installation Guarantee will continue to apply pursuant to regulations in 2.4.9 of this Tariff.

Note 1: All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.1 General Regulations

(E) Classifications, Practices and Regulations

(3) Restrictions

- (a) The customer may upgrade from Revenue Band 1 to Revenue Band 2, as shown in 25.29.3, at any time during the term of the Contract.
- (b) The customer may not sign up for another Contract Tariff for the same MSAs and the same services set forth in this Contract Tariff, unless the customer terminates its subscription under this Contract Tariff when it moves to any other Contract Tariff. Such termination would be without any liability.
- (c) The incentives in this Contract Tariff will not be applied to taxes.

(4) Mergers and Acquisitions

Should the customer merge with another company or is acquired by another company, the customer may not combine revenues with the merged or acquired company's revenues in order to obtain the incentives or credits provided in this Contract Tariff.

(5) Performance Measures

The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 25.29.2 (Service Level Agreement) with the exception of Service Installation Guarantee (SIG) as described in 2.4.9, which shall apply. The service guarantee specified in Section 2.4.4 (Service Assurance Warranty) does not apply to services subject to this Contract Tariff. However, this service guarantee will be reinstated and will become effective immediately upon expiration of this Contract Tariff. If any new or additional performance measures and remedies that may become generally available or offered by the Company and applicable to the services provisioned under Sections 6, 7, 21, 23, 28 and 29 of this Tariff, the Company may negotiate with the customer to include such remedies in this Contract Tariff. Unless both parties agree, such new performance measures and or remedies shall not apply to this Contract Tariff.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein. Upon termination of this Contract Tariff, this SLA will terminate as well. SLA performance results will be evaluated at a regional level and applicable SLA remedies will be applied to Full Service Relief MSAs as set forth in Section 23 of this Tariff.

(1) Services Eligible for SLA

The services for which this SLA applies are described below.

- DS1 Services: BellSouth SWA DS1; BellSouth SWA Managed Shared Network Service; DS1 (a.k.a. BellSouth SPA DS1); BellSouth SPA Managed Shared Network Service
- DS3 Services: BellSouth SWA Managed Shared Network Service; BellSouth SPA Managed Shared Network Service; LightGate svc. (a.k.a. BellSouth SPA Point to Point)

(2) SLA Performance Metrics and Measurement Methodology

(a) The following performance metrics will be tracked and measured in accordance with terms and conditions described in this SLA. The definitions for these performance metrics are provided in (4), following.

- SA-1: Firm Order Confirmation (FOC) Receipt
- SA-2: On Time Performance to FOC Due Date
- SA-3: Past Due Circuits
- SA-4: New Circuit Failure Rate
- SA-5: Failure Rate
- SA-6: Mean Time to Restore
- SA-7: Repeat Trouble Report Rate

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(2) SLA Performance Metrics and Measurement Methodology (Cont'd)

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein.
- The Company will utilize its self-reported performance measurement data to determine performance metrics for each reporting period. The reporting period is defined as a full calendar month. Performance measurement results will be reported for DS1 and DS3 services separately. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company will monitor data collection and calculation and present such findings to the customer in a monthly service performance report to ensure the integrity of self-reported results.
 - Performance metrics will be calculated at a regional level. Performance defects applicable to services in Full Service Relief MSAs in this Contract Tariff will be extracted from regional performance results versus the benchmarks set forth in 25.29.2(B), Charts A, B, C, D and E. The Company's calculation of its performance under this Contract Tariff shall be the determinant of the Company's obligation to provide a remedy for a missed performance metric. The Company will review the SLA performance measures and supporting data upon the customer request; however, an in-depth customer review of SLA results will be limited to one occasion per the Contract year in that the SLA is in effect.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(2) SLA Performance Metrics and Measurement Methodology (Cont'd)

- (c) Neither the Company nor the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, hurricanes, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the Company shall give prompt written notice to the customer specifying the nature of the excused delay, the date of inception, and the expected duration. During such delay, the Company shall perform its obligations at a performance level no less than that which it uses for its own operations. Further, in the event of such delay or failure in the Company's performance, the Company agrees to resume performance in a nondiscriminatory manner and not favor provisioning its own services above that of the customer.

Note 1: All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions

(a) SA-1: Firm Order Confirmation (FOC) Receipt

This metric is the Company's response to a clean Access Service Request (ASR), whether an initial or supplement ASR, that provides the customer with the specific Due Date on which the requested circuit or circuits will be installed. The expectation is that the Company will conduct a minimum of an electronic facilities check to ensure due dates delivered in FOCs can be relied upon. The performance standard for FOCs received within the specified interval (see 25.29.2(B) for specified intervals in Chart A, SA-1, following) is expressed as a percentage of the total FOCs received during the reporting period.

- Business Rules: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. ASRs received after 3 p.m. eastern standard time shall be considered received on the next business day.
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs.
- Performance Evaluation: If regional DS1 or DS3 performance falls below its performance objective, the difference between this stated objective and the actual regional performance will be determined. This result multiplied by the base of all Firm Order Commitment (FOC) responses in Full Service Relief MSAs as provided by the Company, will yield the number of performance defect occurrences eligible for rebate.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(b) SA-2: On Time Performance to FOC Due Date

This metric measures the percentage of circuits that are completed on or before the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations may result in an installation delay. The On Time Performance To FOC Due Date is calculated both with CNR consideration and without CNR consideration, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR coded orders as an appointment met, and without CNR consideration. The denominator for both calculations is the total count of circuits completed during the reporting period, including all circuits, with and without a CNR code.

- Business Rules: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. The Company Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: The customer is not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation.
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs
- Performance Evaluation: Service Installation Guarantee (SIG) in Section 2.4.9 is the determinant of performance rebates with respect to SA-2.

Note 1: All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) SA-3: Past Due Circuits

This metric provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received a FOC Due Date but the due date has passed. Results are separated into those held for Company reasons and those held for customer reasons (CNRs), with a breakdown, for diagnostic purposes, of Past Due Circuits due to a lack of Company facilities. A diagnostic measure, Percent Cancellations After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed. This measurement is calculated by taking the count of all circuits not completed at the end of the reporting period > 5 days beyond the FOC Due Date, grouped separately for Total Company Reasons, Lack of Company Facility Reasons, and Total Customer Reasons, each divided by the total uncompleted circuits past FOC Due Date, for all missed reasons, at the end of the reporting period, expressed as a percentage.

- Business Rule: Calculation of Past Due Circuits is based on the most recent ASR and associated FOC Due Date. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Record ASRs
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of all install orders completed in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

Note 1: All material on this page is new.

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) SA-4: New Circuit Failure Rate*

This metric measures the quality of the installation work by capturing the rate of new circuit failures and is calculated by dividing the count of circuits with a measured customer report within 30 calendar days of installation by the total number of circuits installed in the reporting period.

- Business Rule: The Company's Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.

In order for the monthly reporting period results of this metric (SA-4) to be valid, customer reports closed out to Test OK (TOK) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; tickets used to track referrals of misdirected calls; the customer's requests for informational tickets; Repeat Trouble Reports; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket.
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of all newly installed circuits in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

*If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-4) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level service outages included in the company's maintenance measures including (SA-4).

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(e) SA-5: Failure Rate*

This metric measures the overall quality of the circuits being provided by the Company and is calculated by dividing the number of measured customer trouble report resolved during the reporting period by the total number of "in service" circuits, at the end of the reporting period.

- Business Rule: A customer trouble report/ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.

In order for the monthly reporting period results of this metric (SA-5) to be valid, customer reports closed out to Test OK (TOK) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused trouble; Company trouble reports associated with administrative service; customers requests for informational tickets; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket.
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of all circuits in inventory in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

*If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-5) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-5). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-5) metric.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

- (f)SA-6: Mean Time to Restore (Percentage over Objective) (Cont'd)
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; the customer's request for informational tickets; trouble tickets created for tracking and/or monitoring circuits; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket.
 - Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of applicable measured trouble tickets in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(g) SA-7: Repeat Trouble Report Rate*

The Repeat Trouble Report Rate measures the percent of maintenance customer trouble reports resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK, then the second trouble must be counted as a repeat trouble report if it is resolved to Company's reasons. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- In order for the monthly reporting period results of this metric (SA-7) to be valid, customer reports closed out to Test OK (TOK) cannot exceed 10% of total measured reports within the respective measured reporting period.

*If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-7) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-7). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-7) metric.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(g) SA-7: Repeat Trouble Report Rate (Cont'd)

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket; excludes informational tickets.
- Performance Evaluation: If regional DS1 or DS3 performance exceeds its performance objective, the difference between the stated objective and the actual regional performance will be determined. This result, multiplied by the base of applicable measured trouble reports in Full Service Relief MSAs, will yield the number of performance defect occurrences eligible for rebate.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA, the customer agrees to the following conditions:

- (a) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed and considered received on the next business day.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(A) Service Level Agreement (Cont'd)

(5) Company Obligations

- (a) Should the Company fail to perform to the performance objectives provided in this SLA, the performance remedies set forth in 25.29.2(B)(1) through (4), following, shall apply pursuant to the customer meeting the obligations set forth in 25.29.2(A)(4), preceding.
- (b) The Company will calculate performance metrics on a monthly basis. The Company will calculate performance remedies using monthly reporting period results, provided sufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period. If insufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period, monthly results will be aggregated to calculate and evaluate quarterly performance metrics and remedies.

Sufficient ordering, provisioning, and maintenance volumes are as follows:

- SA-1: If customer-ordering ASR and ASR supplement volumes per class of service are greater than 30 ASRs per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-2, SA-3, SA-4: If customer-provisioning volumes per class of service are greater than 30 circuits per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- SA-5, SA-7: If customer's measured trouble ticket volumes per class of service are greater than 30 troubles per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- (c) The Company will sum the credits for each missed performance metric to get each month's total monthly credits. At the end of each contract term year, the Company will total each month's credits and apply the credits to the customer's account at the end of each year, 45 days in arrears.

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: SEPTEMBER 30, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-249

EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement - Charts (Cont'd)

(1) Performance Metrics – Ordering Elements

Chart A below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart A below are set forth in 25.29.2(A)(1), preceding.

CHART A

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-1 FOC RECEIPT		
DS1 Services (within 2 business days)	> = 92.5%	\$0
	< 92.5%	\$50
DS3 Services (within 5 business days)	> = 90%	\$0
	< 90%	\$50

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

(2) Performance Metrics – Provisioning Elements

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.29.2(A)(1), preceding.

CHART B

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-2 ON TIME FOC DUE DATE PERFORMANCE		
DS1 and DS3 Services (with customer not ready considerations)	(See SIG)	(SIG in Section 2.4.9 of this Tariff)
SA-3: PAST DUE CIRCUITS		
DS1 and DS3 Services (> 5 days beyond FOC Due Date for Company reasons)	< = 3%	\$0
	> 3%	\$200 (DS1) \$2,650 (DS3)

Note 1: All material on this page is new.

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

(3) Performance Metrics – Provisioning Elements

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.29.2(A)(1), preceding.

CHART C

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-4 NEW INSTALLATION TROUBLE REPORT RATE		
DS1 Services	< = 5%	\$0
	> 5%	\$200
DS3 Services	< = 2%	\$0
	> 2%	\$2,650

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

- (4) Chart D below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart D below are set forth in 25.29.2(A)(1), preceding.

CHART D

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-5 FAILURE RATE		
DS1 Services	< = 2.6%	\$0
	> 2.6%	\$200
DS3 Services	< = 1.3%	\$0
	> 1.3%	\$2,650
SA-6 MEAN TIME TO RESTORE		
DS1 Services	0% < = 3.5 hrs	\$0
	0% > 3.5 hr duration	\$200
DS3 Services	0% ≤ 3.0 hr duration	\$0
	0% > 3.0 hr duration	\$2,650

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.29 Contract Tariff – No. 026 (Cont'd)¹

(N)

25.29.2 General Regulations (Cont'd)

(B) Service Level Agreement – Charts (Cont'd)

(5) Performance Metrics – Provisioning Elements

Chart E below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart E below are set forth in 25.29.2(A)(1), preceding.

CHART E

Performance Metrics and Services	Performance Objectives	Performance Rebate (Per Occurrence)
SA-7 REPEAT TROUBLE REPORT RATE		
DS1 Services	< =19%	\$0
	> 19%	\$200
DS3 Services	< = 8%	\$0
	> 8%	\$2,650

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EFFECTIVE: OCTOBER 1, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.29 Contract Tariff – No. 026¹

(N)

25.29.3 Revenue Volumes and Incentives

(A) Annual Total Billed Revenue (TBR) Volumes and Incentives

Tables 1 and 2 below provide the Minimum Revenue Commitments and reward percentages for Revenue Bands 1 and 2 for each contract term year. The Tables also provide the reward percentages if revenues fall below the minimum commitments.

TABLE 1

Revenue Band 1 (\$3 – \$10 Million)	Minimum Revenue Commitment*	Less Than Minimum Revenue Commitment
Year 1 % Reward	\$9,000,000 3.00%	--
Year 2 % Reward	> \$9,180,000 3.25%	< \$9,180,000 2.00%
Year 3 % Reward	> \$9,455,400 3.25%	< \$9,455,400 2.00%

*Or Qualifying TBR

TABLE 2

Revenue Band 2 (\$10 – \$100 Million)	Minimum Revenue Commitment*	Less Than Minimum Revenue Commitment
Year 1 % Reward	\$10,000,000 5.00%	--
Year 2 % Reward	> \$10,200,000 5.25%	< \$10,200,000 4.00%
Year 3 % Reward	> \$10,506,000 5.25%	< \$10,506,000 4.00%

*Or Qualifying TBR

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EFFECTIVE: DECEMBER 17, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.30 Contract Tariff – No. 027¹

(C)

- (A) Customers may subscribe to this Contract Tariff within forty-five (45) days following the Contract Tariff's effective date. The subscription period ends January 31, 2006.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Metropolitan Statistical Areas (MSAs) below:
 - Atlanta, Daytona Beach, Miami/Fort Lauderdale, Jacksonville, Orlando, West Palm Beach

25.30.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must sign a new Transport Payment Plan (TPP) with a 61-month term (Plan C), for new subscriptions to BellSouth Wavelength Dedicated Ring Service pursuant to the terms and conditions herein. All TPP regulations shall apply as set forth in Section 2.4.8(D)(4) of this Tariff including termination liability regulations.

(B) Description

This Contract Tariff requires the customer to purchase a minimum of two (2) BellSouth Wavelength Dedicated Ring arrangements. Monthly incentives will be provided as a 30% credit off the 61-month TPP monthly recurring rates for BellSouth Wavelength Dedicated Ring Service pursuant to the following conditions:

- (1) The 30% credit will apply to 61-month TPP monthly recurring rates associated with the following rate elements: 1) Primary or Expansion Systems, 2) Wavelength Channels (all rate elements), 3) Regeneration Node and 4) Amplification.
- (2) The customer must place an order for the new BellSouth Wavelength Dedicated Ring Service within six (6) months of this Contract Tariff's effective date.
- (3) The customer's service establishment date for BellSouth Wavelength Dedicated Ring Service must be within twelve (12) months of this Contract Tariff's effective date unless a delay in installing the service is caused by the Company.

¹All material on this page is new

EFFECTIVE: DECEMBER 17, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.30 Contract Tariff – No. 027 (Cont'd)¹

(N)

25.30.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The 30% credit on the 61-month TPP monthly recurring rates will be applied to the customers' bill each month of the TPP term, one month in arrears.
- (5) If the customer disconnects service in this Contract Tariff prior to the 61-month TPP term, customer must repay the discounts received during the prior 12 month period of the disconnect date, and such amount will be billed to the customer within 90 days of the disconnect date. TPP termination liability will apply as specified in (A) preceding.

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) The Incentives in this Contract Tariff will not apply as follows:
 - (a) When BellSouth Wavelength Dedicated Ring Service terminates in a physical or virtual collocation arrangement in a Company central office.
 - (b) When UNEs or combination of UNEs are commingled with services in this Contract Tariff.
- (2) The credits under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: DECEMBER 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.31 Contract Tariff – No. 028¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires December 24, 2005.
- (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 LOA shall contain the anticipated start date of the customer's required contract term, as set forth in 25.31.1(A), and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Areas (MSA) as set forth in Section 23 of this Tariff.
- (D) Subject to the regulations, terms and conditions provided herein, this Contract Tariff will provide a one-time reward for specific speeds of Managed Shared ATM Service (MSATMS) circuits (requested under a month-to-month plan) with service establishment dates between December 6, 2005, and January 31, 2006, if the customer subscribes to a new BellSouth Fast Packet Savings Plan (FSP) as set forth herein. Rates and charges for MSATMS are provided in Section 23 of this Tariff.

25.31.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must place the MSATMS circuits with service establishment dates during the period specified in 25.31(D) above, under a new BellSouth Fast Packet Savings Plan (FSP), Plan C (84-month minimum term), Credit Schedule 2C. The customer's new BellSouth FSP must be effective on or before January 31, 2006, in order to receive the reward in this Contract Tariff.

All BellSouth FSP regulations shall apply as set forth in Section 2.4.8 of this Tariff, including termination liability regulations.

(B) Description

- (1) Customers who install specific speed MSATMS circuits (i.e., 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps and 599.040 Mbps) during the period specified in 25.31.1(D) above, will receive a forty-five (45) percent credit on the MSATMS nonrecurring charges and monthly recurring charges, provided that the service is placed under a new BellSouth FSP on or before January 31, 2006. The specific rate elements for the eligible speed MSATMS circuits that may receive this reward are the MSATMS Connections and their associated MSATMS PVC Features and optional Special Provisioning.

¹All material on this page is new

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 8, 2005

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-257

EFFECTIVE: DECEMBER 9, 2005

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.31 Contract Tariff – No. 28 (Cont'd)¹

(N)

25.31.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The one-time credit in (1) above will apply for the period beginning with the service establishment date for the MSATMS circuit (i.e., no earlier than December 6, 2005) and ending with the date in which the new BellSouth FSP becomes effective (i.e., no later than January 31, 2006).
- (3) The one-time credit will be applied to the customer's bill one month in arrears beginning with February 2006 bill periods. The credit will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: FEBRUARY 7, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.32 Contract Tariff – No. 029¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires February 22, 2006.
- (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 LOA must contain the customer's Access Customer Name Abbreviations (ACNA).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff:
 - Knoxville, TN

25.32.1 General Regulations

(A) Term and Renewal Options

- (1) The reward in (B) below will be provided to customers who subscribe to new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and place the service under a sixty-one (61) month Transport Payment Plan (TPP) subject to the regulations herein. The TPP regulations in Section 2.4.8 shall apply including termination liability regulations.
- (2) In addition to TPP termination liability, if service is disconnected prior to the 61-month TPP term, the customer must repay the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.

(B) Description

- (1) This Contract Tariff provides a twenty percent (20%) credit on the 61-month TPP monthly recurring rates for the Local Channel, Interoffice Channel and Node rate elements associated with new subscriptions to OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the following conditions:
 - (a) The customer's new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must consist of one (1) customer node provisioned in the MSA specified in 25.32(C) above.
 - (b) The customer's service establishment date for the new OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) must be within nine months of this Contract Tariff's effective date.
 - (c) The 20% credit on TPP monthly recurring rates will be applied to the customer's bill each month of the 61-month term one month in arrears.

¹All material on this page is new

EFFECTIVE: FEBRUARY 7, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.32 Contract Tariff – No. 029 (Cont'd)¹

(N)

25.32.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the TPP term in this Contract Tariff.

(D) Classifications, Practices and Regulations

- (1) The credit in this Contract Tariff will not apply as follows:
 - (a) When UNEs or combination of UNEs are commingled with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
 - (b) 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 herein.
- (2) Credit provided under this Contract Tariff will be applied to the service's full tariff price and will not be applied to taxes.

¹All material on this page is new.

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.33 Contract Tariff – No. 030¹

(C)

- (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, 2006.
- (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 LOA shall contain the customer's Access Customer's Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Full Service Relief and Limited Service Relief Metropolitan Statistical Areas (MSAs) specified in Section 23 of this Tariff.

25.33.1 General Regulations

(A) Term and Renewal Options

- (1) This Contract Tariff offers the rewards in (B) below to customers who subscribe to new OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), BellSouth Wavelength Dedicated Ring Service, or BellSouth Wavelength Channel Service and place the services under a ninety-six (96) month Transport Payment Plan (TPP) subject to the conditions herein. All TPP regulations in Section 2.4.8 of this Tariff shall apply including termination liability regulations.
- (2) In addition to TPP termination liability, if the customer disconnects the services in this Contract Tariff prior to 61-months, the customer must repay all rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.

(B) Description

- (1) The rewards below will apply subject to terms and conditions herein:
 - (a) Customers who subscribe to one of the options below will receive a twenty percent (20%) credit on the Local Channel, Interoffice Channel and Node monthly recurring rates for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring). The customer must have at least one (1) customer node located in an MSA specified in 25.33(C) above.
 - Option 1: A minimum of five (5) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring).
 - Option 2: A minimum of three (3) new OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) upgraded from existing lower capacity SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) and (2) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring).

¹All material on this page is new.

EFFECTIVE: JANUARY 31, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.33 Contract Tariff – No. 030 (Cont'd)¹

(C)

25.33.1 General Regulations (Cont'd)

(B) Description (Cont'd)

(1) (Cont'd)

(a) (Cont'd)

Option 3: Any combination of Options 1 and 2 with a minimum total of five (5) SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring).

(b) Customers who subscribe to new BellSouth Wavelength Dedicated Ring Service will receive a thirty percent (30%) credit on the Local Channel, Interoffice Channel and Node monthly recurring rates.

(c) Customers who subscribe to new BellSouth Wavelength Channel Service will receive a thirty percent (30%) credit on the Dedicated Systems monthly recurring rates.

(2) The credits in (1) above will be applied to the customer's bill each month of the 96-month TPP term one month in arrears for each service.

(3) The customer must order the services in (1) above within six months of this Contract Tariff's effective date to qualify for the rewards.

(4) If the customer does not order the minimum required SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) specified in (1) above within six months of the Contract Tariff's effective date, any credit the customer may be receiving on less than the minimum service requirement will be discontinued after the six-month period.

(5) The customer's service establishment date for all services in (1) above must be within twelve months of this Contract Tariff's effective date.

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the TPP term in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: JANUARY 31, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.33 Contract Tariff – No. 030 (Cont'd)¹

(N)

25.33.1 General Regulations (Cont'd)

(D) Classifications, Practices and Regulations

- (1) Rewards in this Contract Tariff will be given when a service is upgraded from a lower capacity service to a higher capacity service (same service) such as an upgrade from an OC-48 capacity to an OC-192 capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (2) Rewards in this Contract Tariff will also apply to nodes added subsequent to the service establishment date for the services in (B)(1) preceding.
- (3) Rewards in this Contract Tariff will not apply:
 - When UNEs or combination of UNEs are commingled with services in this Contract Tariff,
 - For lower level circuits riding on the services in this Contract Tariff or
 - For interfaces or other optional features and functions other than those specified herein.
- (4) Subscribers to this Contract Tariff may not subscribe to any other Contract Tariff, Incentive Plan or Promotion provided in this Tariff.
- (5) Credits in this Contract Tariff will be applied to the full tariff price for services herein and will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: AUGUST 17, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.34 Contract Tariff – No. 031¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires September 1, 2006.
- (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:
 - Miami (Ft. Lauderdale/Hollywood), West Palm Beach

25.34.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to a minimum of two (2) OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) when the services are placed under a Plan C (61-96 months) Transport Payment Plan (TPP) subject to the regulations herein.

The TPP regulations in Section 2.4.8 of this Tariff shall apply, including termination liability regulations, if the services are disconnected prior to the TPP term.

- (2) In addition to termination liability in (1) above, the customer must repay 100% of the rewards received under this Contract Tariff for any SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) arrangement that is disconnected prior to the applicable TPP C term (61-96 months), and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) At the end of the customer's TPP C term (61-96 months), all rewards provided under this Contract Tariff shall be discontinued.

(B) Description

- (1) This Contract Tariff provides a twenty (20) percent credit on the TPP monthly recurring rates for the Local Channel, Node and Interoffice Channel rate elements associated with the customer's subscription to two or more OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) in the MSAs in 25.34(C) above. The rewards will apply to the following USOCs for the OC-192 Ring Level rate elements:

- 1HVXX, 1HAXX, 1HAFX, SHNN2, SHNH6
- 1HSLC, 1HSAC, 1HS1C, SHSH2, SHSC2

¹All material on this page is new.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 16, 2006

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 26-262
CANCELS ORIGINAL PAGE 26-262

EFFECTIVE: AUGUST 17, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.34 Contract Tariff – No. 031¹ (Cont'd)

(C)

25.34.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The customer must submit firm orders for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) within one (1) month of this Contract Tariff's effective date.
- (3) The customer's service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be within four (4) months of the services' firm order confirmation date unless a delay in installing the services is caused by the Company.
- (4) The credit 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 as follows:
 - 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.
 - When services in this Contract Tariff terminate in a physical or virtual collocation arrangement in a Company central office.
- (2) Taxes will be computed on the full tariff price for the service in this Contract Tariff. Credits will not be applied to taxes.

¹All material on this page is new.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: SEPTEMBER 22, 2006

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-263
CANCELS ORIGINAL PAGE 25-263

EFFECTIVE: SEPTEMBER 23, 2006

ACCESS TARIFFS

25 – CONTRACT TARIFFS (Cont'd)

25.35 Contract Tariff – No. 032¹

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires January 7, 2006.
- (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 customers subscribing to this Contract Tariff in the following Full Service Relief Metropolitan Statistical Areas (MSAs):
 - Atlanta
 - Nashville

25.35.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to two (2) or more new OC-48 or higher capacity SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) if the customer places the services under a 61-month Transport Payment Plan (TPP) subject to the regulations herein. All TPP regulations shall apply as set forth in Section 2.4.8 of this Tariff including termination liability regulations.
- (2) In addition to TPP termination liability, if the customer disconnects service prior to the TPP term, the customer must repay all rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.

(B) Description

- (1) This Contract Tariff provides a twenty percent (20%) credit on the TPP monthly recurring rates for the Local Channels and Interoffice Channels associated with the customer's subscription to two or more new OC-48 or higher capacity SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) pursuant to the regulations below.
 - (a) The customer's SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) arrangements must include one location that is not one of following: Inter-exchange Carrier Point of Presence (POP), Mobile Telephone Switching Office (MTSO), or BellSouth Central Office location.
 - (b) The customer's service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be within 120 days of the Contract Tariff's effective date.

The service establishment date for customer's subscribing to this Contract Tariff is being extended to October 1, 2006.

(N)
(N)

¹All material on this page is new.

EFFECTIVE: DECEMBER 23, 2005

ACCESS TARIFFS
25 – CONTRACT TARIFFS (Cont'd)

25.35 Contract Tariff – No. 032¹ (Cont'd)

(N)

25.35.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The credit in (1) above will be applied to the customer' bill on a monthly basis 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 the service in Section 23 and other sections of this Tariff.

(D) Classifications, Practices and Regulations

- (1) The rewards in this Contract Tariff will not apply as follows:

- 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.
- When services in this Contract Tariff terminate in a physical or virtual collocation arrangement in a Company central office.

- (2) Taxes will be computed on the full tariff price for the service in this Contract Tariff. Credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.36 Contract Tariff – No. 033¹

(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 16, 2006.
- (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 LOA shall contain the anticipated start date of the customer's required contract term, as set forth in 25.36.1(A), and the Access Customer Name Abbreviations (ACNAs).
- (C) The regulations, terms and conditions provided herein shall apply to customers subscribing to this Contract Tariff in the Atlanta, Georgia Full Service Relief Metropolitan Statistical Areas (MSA) as set forth in Section 23 of this Tariff.
- (D) Subject to the regulations, terms and conditions provided herein, this Contract Tariff will provide a one-time reward for specific speeds of Managed Shared ATM Service (MSATMS) circuits (requested under a month-to-month plan) with service establishment dates between December 6, 2005, and March 15, 2006, if the customer subscribes to a new BellSouth Fast Packet Savings Plan (FSP) as set forth herein. Rates and charges for MSATMS are provided in Section 23 of this Tariff.

25.36.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff must place the MSATMS circuits with service establishment dates during the period specified in 25.36(D) above, under a new BellSouth Fast Packet Savings Plan (FSP), Plan C (84-month minimum term), Credit Schedule 2C. The customer's new BellSouth FSP must be effective on or before March 15, 2006, in order to receive the reward in this Contract Tariff.

All BellSouth FSP regulations shall apply as set forth in Section 2.4.8 of this Tariff, including termination liability regulations.

(B) Description

- (1) Customers who install specific speed MSATMS circuits (i.e., 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps and 599.040 Mbps) during the period specified in 25.36(D) above, will receive a forty-five (45) percent credit on the MSATMS nonrecurring charges and the MSATMS monthly recurring charges for the period in (2) below provided that the service is placed under a new BellSouth FSP as set forth in (A) above. The 45 percent credit on the specified charges will be issued on a one-time basis as specified in (2) and (3) following. The applicable rate elements in which the credit will apply are the MSATMS Connections and their associated MSATMS PVC Features and optional Special Provisioning.

¹All material on this page is new

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 31, 2006

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-266

EFFECTIVE: FEBRUARY 1, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.36 Contract Tariff – No. 33 (Cont'd)¹

(N)

25.36.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The one-time credit in (1) above will apply for the period beginning with the service establishment date for the MSATMS circuit (i.e., no earlier than December 6, 2005) and ending with the date in which the new BellSouth FSP becomes effective (i.e., no later than March 15, 2006).
- (3) The one-time credit will be applied to the customer's bill one month in arrears beginning with April/May 2006 bill periods. The credit will not be applied to taxes.

(C) Rates and Charges

Rates and charges for services herein are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for the services in Section 23 and other sections of this Tariff during the term in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: OCTOBER 4, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.37 Contract Tariff – No. 034¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires October 19, 2006.
- (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:
 - Atlanta, Greensboro

25.37.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must place the following services under a Transport Payment Plan (TPP), Plan C (61-96 months).
 - One (1) or more TPP renewals for OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), and
 - Two (2) or more new subscriptions to OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (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 any SMARTRing service is disconnected prior to the TPP Plan C term.
- (3) At the end of the TPP Plan C TPP 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 OC-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the conditions herein.
- (2) As specified in (A) above, the customer must renew an expiring TPP for one or more OC-48 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) to a new TPP Plan C. The customer must also subscribe to two or more new OC-48 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) under a TPP Plan C. These services must be located in one of the MSAs set forth in this Contract Tariff.

¹All material on this page is new.

EFFECTIVE: OCTOBER 4, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.37 Contract Tariff – No. 034¹ (Cont'd)

(N)

25.37.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer must submit firm orders for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) within fifteen (15) days of this Contract Tariff's effective date, and the service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be within six (6) months of the Contract Tariff's effective date unless a delay in installing the service is caused by the Company.
- (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-48 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN8, SHNN9, SHNH8, SHNH9,	1HAXX, 1HNZX, 1HAFX, 1HAFX

¹All material on this page is new.

EFFECTIVE: APRIL 21, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires May 6, 2006.
- (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 and Limited Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff:
 - Atlanta, Baton Rouge, Birmingham, Chattanooga, Jackson, Miami, Fort Lauderdale, Montgomery, New Orleans, West Palm Beach,

25.38.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to a minimum of four (4) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) when the services are placed under a Plan B (37-60 month) or Plan C (61-96 month) Transport Payment Plan (TPP) subject to the regulations herein.

The TPP regulations in Section 2.4.8 of this Tariff shall apply if services in this Contract Tariff are disconnected prior to the TPP term. However, TPP termination liability regulations will not apply. Termination liability for services in this Contract Tariff will be equal to sixty (60) percent of the TPP monthly recurring rate times the remaining months in the TPP term.

- (2) In addition to termination liability in (1) above, the customer must repay 100% of the rewards provided under this Contract Tariff for any SMARTRing service arrangement that is disconnected prior to the applicable Plan B (37-60 month) or Plan C (61-96 month) TPP term. No further credits will be applied to the remaining SMARTRing Services if any of the four SMARTRing Service arrangements are disconnected prior to the Plan B (37-60 month) or Plan C (61-96 month) TPP term.
- (3) At the end of the Plan B (37-60 month) or Plan C (61-96 month) TPP term, all rewards provided under this Contract Tariff shall be discontinued.

¹All material on this page is new.

EFFECTIVE: APRIL 21, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035¹ (Cont'd)

(N)

25.38.1 General Regulations (Cont'd)

(B) Description

- (1) Customers who subscribe to a minimum of four (4) new OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) in any of the MSAs in 25.38(C) above will receive the credits below, which will apply to the Local Channel, Node and Interoffice Channel rate elements subject to the regulations herein.

Service Capacity	MSAs	Plan B (37-60 Month)	Plan C (61-96 Month)
SMARTRing OC-48	Atlanta, Baton Rouge, Birmingham, Chattanooga, Ft Lauderdale, Jackson, Miami, Montgomery, New Orleans, W. Palm Beach	20%	25%
SMARTRing OC-192	Baton Rouge, Birmingham, Chattanooga, Jackson, Montgomery, New Orleans	20%	25%
SMARTRing OC-192	Atlanta, Ft. Lauderdale, Miami, W. Palm Beach	25%	30%

- (2) Shortfall charges will not apply when SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Service) is converted in the Birmingham, Fort Lauderdale or New Orleans MSAs to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).

However, if the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) in the Birmingham, Fort Lauderdale or New Orleans MSAs is disconnected prior to the Plan B (37-60 month) or Plan C (61-96 month) TPP, the customer must repay the shortfall charges for SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Service), and such amount will be billed to the customer within ninety (90) days of the disconnect date.

- (3) The customer must submit firm orders for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) within six (6) months of this Contract Tariff's effective date.

¹All material on this page is new.

EFFECTIVE: APRIL 21, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.38 Contract Tariff – No. 035¹ (Cont'd)

(N)

25.38.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (4) The customer's service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be within six (6) months of the firm order confirmation date unless a delay in installing the services is caused by the Company.
- (5) 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 as follows:
 - 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 will be computed on the full tariff price for the service in this Contract Tariff. Credits will be applied to the service's full tariff price. Credits will not be applied to taxes.
- (3) The rewards in this Contract Tariff will apply to the following USOCs for the rate elements indicated.

Rate Element Description	Local Channels	Central Office and Customer Nodes	Interoffice Channel
OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN8, SHNN9, SHNN2, SHNN6, SHNH8, SHNH9, SHNH6, SHNH7	1HAXX, 1HNXX, 1HNZX, 1HAFX, 1HXFX

¹All material on this page is new.

EFFECTIVE: APRIL 18, 2006

ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.39 Contract Tariff – No. 036¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the effective date of this tariff. The subscription period expires May 2, 2006.
- (B) Upon subscribing to this Contract Tariff, customers will be allowed to participate in an Application Test of BellSouth Metro Ethernet Service for up to sixty (60) days, which may occur anytime during the period of May 2, 2006, and September 29, 2006. All Application Tests must be concluded no later than September 29, 2006.
- (C) An Application Test of BellSouth Metro Ethernet will allow customers to utilize the service under test conditions to determine whether the service's performance appropriately addresses the customer's application need prior to placing a firm order for the service.
- (D) Customers may elect to participate in this Contract Tariff within the subscription period in (A) above by signing a Letter of Agreement (LOA) provided by the Company and acknowledged by a Company representative's signature.
- (E) The regulations, terms and conditions provided herein shall apply to the Full and Limited Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.39.1 General Regulations

(A) Term and Renewal Options

Customers subscribing to this Contract Tariff may order up to four (4) BellSouth Metro Ethernet Connections under a Transport Payment Plan (TPP), Plan A, pursuant to regulations in (B)(2) following. The TPP regulations, terms and conditions in Section 2.4.8 of this Tariff shall apply including TPP termination liability regulations.

(B) Description

- (1) This Contract Tariff will allow customers to perform an Application Test of BellSouth Metro Ethernet for up to 60 days at no charge subject to the terms and conditions herein. At the end of the Application Test, the customer must either discontinue the test service(s) or continue the service(s) under month-to-month rates or TPP monthly rates.

¹All material on this page is new.

EFFECTIVE: APRIL 18, 2006

ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.39 Contract Tariff – No. 036¹ (Cont'd)

(N)

25.39.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) For each BellSouth Metro Ethernet Connection ordered for test purposes under this Contract Tariff, the customer must concurrently order one BellSouth Metro Ethernet Connection under a TPP, Plan A, up to a maximum of 4 Connections. This allows the customer to have up to 4 test Connections at no charge and up to 4 Connections under a TPP, which the customer will be responsible for paying.
- (3) Customers must order the test Connections within thirty (30) days of the customer's subscription date to this Contract Tariff or within 30 days of the provisioning date for the fiber ties to the customer's collocation, whichever interval is lesser. When fiber ties are required for the test Connections under this Contract Tariff, the orders to provision the fiber ties must be placed within 30 days of the customer's subscription date to this Contract Tariff.
- (4) During the 60-day test period, the customer's bill will be credited an amount equal to the BellSouth Metro Ethernet Connection nonrecurring charges and monthly rates that apply for the test Connection(s). However, if the customer orders any of the options below, the customer will be responsible for paying the nonrecurring charges for these options during the test period:
 - Service and System Reconfiguration Charges
 - Q-Forwarding Service Establishment Charge,
 - Metro Ethernet Reporting Service Establishment Charge and Security Card Charge.
- (5) If the customer determines that the performance of the service is unacceptable for the customer's application, the customer may disconnect the service with no charges incurred provided that the entire 60-day test period has expired.
- (6) At any time during the Application Test the customer determines the test is successful and elects to subscribe to the service with no changes to the service configuration, the customer will be billed the selected month-to-month or TPP rates. If changes are required to the service's configuration, the customer will be billed the applicable reconfiguration nonrecurring charges.

¹All material on this page is new

EFFECTIVE: APRIL 18, 2006

ACCESS TARIFFS

25 – CONTRACT TARIFFS (CONT'D)

25.39 Contract Tariff – No. 036¹

(N)

25.39.1 General Regulations

(C) Minimum Revenue Requirement

Not applicable.

(D) Rates and Charges

The rates and charges for the services in this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff period unless otherwise specified herein.

(E) Classifications, Practices and Regulations

- (1) The Company may elect to test the circuits being credited under this Contract Tariff for the purpose of verifying the Company's compliance with Metro Ethernet Forum's MEF 9 "Abstract Test Suite for Ethernet Services at the UNI". The Company, and its vendors, will be responsible for supplying all technical support engineers, technicians, test equipment, test applications, field test engineers, and service test reports in support of the testing.

The customer will be responsible for providing the Company's technicians and vendors with building access to the Company's Network Interface Device at the customer location upon scheduling the testing at least 3 business days in advance. The Company's total testing period will not exceed 5 business days.

- (2) BellSouth Metro Ethernet will be provided subject to the availability of facilities and equipment as determined by the Company. The Company makes no warranties with respect to the performance of BellSouth Metro Ethernet for any and all customer applications tested under this Contract Tariff.
- (3) Customers subscribing to this Contract Tariff must not currently subscribe to BellSouth Metro Ethernet Service or have previously subscribed to the service.
- (4) Customers may participate only once in the Application Test in this Contract Tariff. The Company will not accept more than one request from the same customer to participate in the Application Test.
- (5) The service guarantees set forth in Section 2.4.4 (Service Assurance Warranty), Section 2.4.9 (Service Installation Guarantee) and Section 7.4.32 (Service Level Agreements for BellSouth Metro Ethernet Service) will not apply during the Application Test Period in this Contract Tariff.

¹All material on this page is new

EFFECTIVE: NOVEMBER 2, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.40 Contract Tariff – No. 037¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires November 17, 2006.
- (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 herein shall apply to service provided in the following Full Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff:
 - Atlanta, Jacksonville, Shreveport

25.40.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must place the following services under a new Transport Payment Plan (TPP), Plan C (61-96 months).
 - A minimum of two (2) new subscriptions to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring), which may include upgrades of lower capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring).
- (2) All TPP regulations in Section 2.4.8 of this Tariff shall apply including termination liability regulations. In addition to TPP termination liability, the customer must repay 100% of the rewards received under this Contract Tariff if any SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) 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 monthly recurring rates associated with new or upgraded OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) subject to the conditions herein.
- (2) Customers subscribing to this Contract Tariff must be a subscriber of Contract Tariff No. 30 and must have fulfilled all conditions set forth in Contract Tariff No. 30.

¹All material on this page is new.

EFFECTIVE: NOVEMBER 2, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.40 Contract Tariff – No. 037¹ (Cont'd)

(N)

25.40.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer must submit firm orders for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) by February 28, 2007, and the services must be installed by June 30, 2007, unless a delay in installing the service is caused by the Company.
- (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-48, OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN8, SHNN9, SHNH8, SHNH9, SHNN2, SHNH7, SHNH6, SHNN6	1HAXX, 1HNXX, 1HNZX, 1HAFX, 1HXFX

¹All material on this page is new.

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.41 Contract Tariff – No. 038¹

(C)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires December 27, 2006.
- (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 rewards in this Contract Tariff shall apply to the Limited and Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.

25.41.1 General Regulations

(A) Term and Renewal Options

- (1) Customers must place new or upgraded orders of OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a Transport Payment Plan (TPP), Plan B (37 - 61 months), to qualify for the rewards in this Contract Tariff. At the end of the TPP term, all rewards provided under this Contract Tariff shall be discontinued.
- (2) The TPP regulations in Section 2.4.8 of this Tariff shall apply including TPP termination liability regulations.
- (3) If the customer does not meet the minimum service requirement specified in (B)(1) below by the firm order due date in (B)(3), the customer must repay 100% of the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the due date.

(B) Description

- (1) Customers who subscribe to a minimum of five (5) OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) in any MSA within the BellSouth region will qualify for the rewards shown below. Upgrades of the service from a lower capacity SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) to OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) may also qualify.

<u>Quantity of SMARTRing Services</u>	<u>Reward Percentage</u>
5 - 7	20%
8 or greater	25%

- (2) The above credits will apply to the Local Channel, Node and Interoffice Channel rates associated with OC-48 or OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) within the BellSouth region. However, the credits will be applied to the customer's bill for services located in the MSAs specified in 25.41(C) above.

¹All material on this page is new.

EFFECTIVE: DECEMBER 12, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.41 Contract Tariff – No. 038¹ (Cont'd)

(N)

25.41.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (3) The customer must submit firm orders for the minimum number of 5 OC-48 or OC-192 SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) specified in (B)(1) above by December 27, 2006, and the service establishment date for the SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be by December 31, 2007, unless a delay in installing the service is caused by the Company.

The customer will have until February 15, 2007, to submit firm orders for any additional SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) to also qualify for the credits as outlined in (B)(1) above.

- (4) The credits in (B)(1) above will be applied to the customer's bill each month of the TPP B 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 Sections 7 and 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for services in Section 7 and 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 or 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 & Customer Nodes	Interoffice Channel
OC-48 and OC-192 SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring)	1HVXX	SHNN2, SHNN8, SHNN9, SHNH6, SHNH8, SHNH9,	1HAXX, 1HNZX, 1HAFX, 1HAFX

¹All material on this page is new.

EFFECTIVE: JUNE 9, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.42 Contract Tariff – No. 039¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires June 24, 2006.
- (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 LOA shall contain the start date of the customer's contract term and the Access Customer Name Abbreviations (ACNAs).
- (C) The customer will have thirty (30) days from the date of signing the LOA to cancel subscription to this Contract Tariff. If the customer cancels subscription during the 30 day period, the customer will be billed within sixty (60) days an amount equal to the total Area Commitment Plan (ACP) Shortfall charges incurred in May 2006.
- (D) The regulations, terms, conditions and rewards provided herein shall apply to customers subscribing to services in this Contract Tariff in the Full Service Relief and Limited Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.42.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new BellSouth Wavelength Channel Service (Dedicated System) and/or BellSouth Wavelength Dedicated Ring Service if the services are placed under a Transport Payment Plan (TPP), Plan C (61-96 months), subject to the regulations herein. All TPP regulations will apply including TPP termination liability regulations.
- (2) In addition to TPP termination liability, if the customer disconnects the above services prior to the TPP term or fails to achieve the criteria specified in 25.42.1(B)(2) and (4), the customer must repay all rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) The rewards provided under this Contract Tariff will be discontinued at the end of the TPP term.

¹ All material on this page is new.

EFFECTIVE: JUNE 9, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.42 Contract Tariff – No. 039 (Cont'd)¹

(N)

25.42.1 General Regulations (Cont'd)

(B) Description

- (1) This Contract Tariff provides a ten percent (10%) credit on the TPP monthly recurring rates associated with the rate elements shown in the chart in (3) below for BellSouth Wavelength Channel Service (Dedicated System) and BellSouth Wavelength Dedicated Ring Service.
- (2) To receive the 10% credit, the customer must install a minimum of eight (8) BellSouth Wavelength Channel Service (Dedicated System) or BellSouth Wavelength Dedicated Ring Service in the MSAs in 25.42(C) above. The credit will apply only to the rate elements shown in the chart in (3) following.
- (3) The 10% credit will apply to the following rate elements/USOCs associated with the services indicated in the chart:

BellSouth Services	System Elements	Wavelength Channel Elements	Interoffice Channel Elements
BellSouth Wavelength Dedicated Ring Service	WDRPS, WDRP1, WDRES, WDRE1, WDRRS, CPROT	WDRCU, WDRDU, WDRDW	
BellSouth Wavelength Channel Service (Dedicated System)	WDCS1, WDCS2, WDCS3, WDCS4, CPROT	WDCCU, WDCDU, WDCDW	WDCC1, WDCC2, WDCCW

- (4) The customer must submit firm orders for BellSouth Wavelength Channel Service (Dedicated System) and/or BellSouth Wavelength Dedicated Ring Service by August 31, 2006, and the services must be installed by April 30, 2007, unless a delay in installing the services is caused by the Company.
- (5) The credits in this Contract Tariff will be applied to the customer's bill each month of the TPP term one month in arrears.
- (6) Customers subscribing to this Contract Tariff will have the option of adjusting the DS1I, DSHI, DSLI, DSHL, SW1L, SW1I, DS1M, DSOH, and MDS1 levels of their Area Commitment Plan (ACP) once every month from the date the customer signs the LOA for this Contract Tariff until April 30, 2008.

¹All material on this page is new.

EFFECTIVE: JUNE 9, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS

25.42 Contract Tariff – No. 039 (Cont'd)¹

(N)

25.42.1 General Regulations (Cont'd)

(C) Rates and Charges

The rates and charges for the services in this Contract Tariff 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 or other sections of this Tariff during the term of this Contract Tariff.

(D) Classifications, Practices and Regulation

(1) The rewards in this Contract Tariff will not apply:

- When UNEs or combination of UNEs are commingled with the services in this Contract Tariff;
- When the services terminate in a physical or virtual collocation arrangement in a Company central office;
- For lower level services riding the services in this Contract Tariff.

(2) Customers subscribing to this Contract Tariff may not subscribe to any other Contract Tariff, Incentive Plan or Promotion for the same services in the same MSAs specified herein.

(3) Credits the customer earns under this Contract Tariff will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: AUGUST 15, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.43 Contract Tariff – No. 040¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires August 30, 2006.
- (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 services in the Full Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.43.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months).
- (2) The TPP regulations in Section 2.4.8 of this Tariff shall apply, including termination liability regulations. In addition to TPP termination liability, if the customer disconnects service prior to the end of the TPP term the customer must repay 100% of the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) At the end of the selected TPP term, the rewards provided under this Contract Tariff shall be discontinued.

(B) Description

- (1) Customers subscribing to new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) in the MSAs specified above will receive the credits in (2) following subject to the following condition:
 - The customer must have already ordered a minimum of 160 units of Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) between the period beginning November 15, 2005, and ending August 14, 2006, in the MSAs specified above.
 - Customers must submit a firm order for new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) with the application date within twelve months of this Contract Tariff's effective date.

¹All material on this page is new.

EFFECTIVE: AUGUST 15, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.43 Contract Tariff – No. 040¹ (Cont'd)

(N)

25.43.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The following credits will apply for the Local Channel, Node and Interoffice Channel rate elements for Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network):

Transport Payment Plan	Credit
Plan A (24 month minimum)	20%
Plan B (37 - 60 Months)	30%
Plan C (61 - 96 Months)	30%

- (3) The credits in this Contract Tariff will apply to the following USOCs for the rate elements indicated.

Service	Local Channel, I/O Channel Mileage Rate Elements
Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network)	HFSC7, 1LPEA, 1LPE8, 1LPE9, 1LPE6, 1LPS8, 1LPS9, 1LPS6

- (4) Orders for services with application dates preceding the effective date of this Contract Tariff that are cancelled subsequent to the tariff's effective date and then reordered during the twelve month period following the tariff's effective date shall not qualify for this Contract Tariff.
- (5) An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Contract Tariff.
- (6) The Company will determine the applicable rewards for services meeting the conditions in this Contract Tariff. The customer's bill will be credited each month the applicable rewards herein one month in arrears.

(C) Rates and Charges

Rates and charges for LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) 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.

¹All material on this page is new.

EFFECTIVE: AUGUST 15, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.43 Contract Tariff – No. 040¹ (Cont'd)

(N)

25.43.1 General Regulations (Cont'd)

(D) Classifications, Practices and Regulations

(1) The rewards in this Contract Tariff will not apply as follows:

- When UNEs or combination of UNEs are commingled with the service in this Contract Tariff.
- For lower level circuits riding on LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point) or for interfaces or other optional features and functions other than those specified in this Contract Tariff.
- For Local Channels terminating at a location other than an end user location (i.e., rewards will not apply for Local Channels terminating at an inter-exchange carrier's point-of-presence).
- When the service herein terminate in a physical or virtual collocation arrangement in a Company central office.

(2) Customers may qualify for the rewards in this Contract Tariff if:

- The customer renews a TPP contract for the service herein that expires within twelve months of this Contract Tariff's effective date to a renewed TPP A (24 month minimum), TPP B or TPP C.
- The customer moves its existing services that are under a month-to-month arrangement to a TPP A (24 month minimum), TPP B or TPP C.
- The customer renews a TPP contract during the twelve months following this Contract Tariff's effective date to a TPP B or TPP C when the existing TPP contract term has been fulfilled with no termination liability required.

(3) Customers receiving rewards under other Contract Tariffs, Incentive Plans or Promotions that contain the same service herein may not subscribe to this Contract Tariff. However, credits in this Contract Tariff are in addition to credits the customer receives under Transport Advantage (TAP), Premium Service Incentive Plan (PSIP) or TPP.

(4) The rewards in this Contract Tariff will be computed as credits on the full TPP tariff price for the service herein. Credits will not be applied to taxes.

¹All material on this page is new.

EFFECTIVE: OCTOBER 12, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.44 Contract Tariff – No. 041¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires October 27, 2006.
- (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 services in the Full Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.44.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months).
- (2) The TPP regulations in Section 2.4.8 of this Tariff shall apply, including termination liability regulations. In addition to TPP termination liability, if the customer disconnects service prior to the end of the TPP term the customer must repay 100% of the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) At the end of the selected TPP term, the rewards provided under this Contract Tariff shall be discontinued.

(B) Description

- (1) Customers subscribing to new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) in the MSAs specified above will receive the credits in (2) following subject to the following condition:
 - The customer must have already ordered a minimum of 160 units of Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) between the period beginning November 15, 2005, and ending August 14, 2006, in the MSAs specified above.
 - Customers must submit a firm order for new Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) with the application date within twelve months of this Contract Tariff's effective date.

¹All material on this page is new.

EFFECTIVE: OCTOBER 12, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.44 Contract Tariff – No. 041¹ (Cont'd)

(N)

25.44.1 General Regulations (Cont'd)

(B) Description (Cont'd)

- (2) The following credits will apply for the Local Channel, Node and Interoffice Channel rate elements for Non-channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network):

Transport Payment Plan	Credit
Plan A (24 month minimum)	20%
Plan B (37 - 60 Months)	30%
Plan C (61 - 96 Months)	30%

- (3) The credits in this Contract Tariff will apply to the following USOCs for the rate elements indicated.

Service	Local Channel, I/O Channel Mileage Rate Elements
Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network)	HFSC7, 1LPEA, 1LPE8, 1LPE9, 1LPE6, 1LPS8, 1LPS9, 1LPS6

- (4) Orders for services with application dates preceding the effective date of this Contract Tariff that are cancelled subsequent to the tariff's effective date and then reordered during the twelve month period following the tariff's effective date shall not qualify for this Contract Tariff.
- (5) An existing TPP whose length of service is changed pursuant to regulations in 2.4.8(D)(6)(a) does not qualify for this Contract Tariff.
- (6) The Company will determine the applicable rewards for services meeting the conditions in this Contract Tariff. The customer's bill will be credited each month the applicable rewards herein one month in arrears.

(C) Rates and Charges

Rates and charges for LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point Network) 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.

¹All material on this page is new.

EFFECTIVE: OCTOBER 12, 2006

ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.44 Contract Tariff – No. 041¹ (Cont'd)

(N)

25.44.1 General Regulations (Cont'd)

(D) Classifications, Practices and Regulations

(1) The rewards in this Contract Tariff will not apply as follows:

- When UNEs or combination of UNEs are commingled with the service in this Contract Tariff.
- For lower level circuits riding on LightGate DS3 Service (a.k.a. BellSouth SPA Point to Point) or for interfaces or other optional features and functions other than those specified in this Contract Tariff.
- For Local Channels terminating at a location other than an end user location (i.e., rewards will not apply for Local Channels terminating at an inter-exchange carrier's point-of-presence).
- When the service herein terminate in a physical or virtual collocation arrangement in a Company central office.

(2) Customers may qualify for the rewards in this Contract Tariff if:

- The customer renews a TPP contract for the service herein that expires within twelve months of this Contract Tariff's effective date to a renewed TPP A (24 month minimum), TPP B or TPP C.
- The customer moves its existing services that are under a month-to-month arrangement to a TPP A (24 month minimum), TPP B or TPP C.
- The customer renews a TPP contract during the twelve months following this Contract Tariff's effective date to a TPP B or TPP C when the existing TPP contract term has been fulfilled with no termination liability required.

(3) Customers receiving rewards under other Contract Tariffs, Incentive Plans or Promotions that contain the same service herein may not subscribe to this Contract Tariff. However, credits in this Contract Tariff are in addition to credits the customer receives under Transport Advantage (TAP), Premium Service Incentive Plan (PSIP) or TPP.

(4) The rewards in this Contract Tariff will be computed as credits on the full TPP tariff price for the service herein. Credits will not be applied to taxes.

¹All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.45 Contract Tariff – No. 042¹

(N)

- (A) Customers may subscribe to this Contract Tariff within fifteen (15) days following the Contract Tariff's effective date. The subscription period expires October 27, 2006.
- (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 services in the Full Service Relief Metropolitan Statistical Areas (MSAs) as set forth in Section 23 of this Tariff.

25.45.1 General Regulations

(A) Term and Renewal Options

- (1) The rewards in this Contract Tariff will be provided to customers subscribing to new SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) under a Transport Payment Plan (TPP) C (61 to 96 months) subject to terms and conditions specified herein.
- (2) The TPP regulations in Section 2.4.8 of this Tariff shall apply, including termination liability regulations. In addition to TPP termination liability, if the customer disconnects service prior to the end of the TPP term the customer must repay 100% of the rewards received under this Contract Tariff and such amount will be billed to the customer within ninety (90) days of the disconnect date.
- (3) At the end of the TPP C term, the rewards provided under this Contract Tariff shall be discontinued.

(B) Description

To qualify for the rewards in this Contract Tariff, the customer must meet the following terms, conditions and subscription requirements for both SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network). Failure to meet the terms, conditions and subscription requirements will result in repayment of all credits received under this Contract Tariff.

- (1) The following rewards will be provided to customers subscribing to ten (10) new SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) provisioned within the BellSouth region. The credits will be applied to the monthly recurring rates for services provided in the Full Service Relief MSAs as specified above.

20% Credit: OC-3, OC-12 SMARTRing Service
25% Credit: OC-48, OC-192 SMARTRing Service

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ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.45 Contract Tariff – No. 042¹ (Cont'd)

(N)

25.45.1 General Regulations (Cont'd)

(B) Description (Cont'd)

(1) (Cont'd)

- (a) A minimum of two (2) customer nodes is required for each of the 10 new SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring). The 10 new SMARTRing Services (a.k.a. BellSouth SPA Dedicated Ring) must be ordered by October 31, 2007, and installed by March 31, 2008, unless a delay in installing the services is caused by the Company.
- (b) The customer must also renew twelve (12) expiring TPP contracts for SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) under a new TPP C by October 31, 2007. Circuits may qualify as a renewal if the existing TPP has been fulfilled and the service is in the sixty (60) day TPP grace period. These services will not be eligible for the credits provided in (1) above.
- (c) The credits will be applied to the SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) TPP C monthly recurring rates for the Local Channel, Node and Interoffice Channels provisioned in the MSAs herein for USOCs indicated below. The credits will be applied each month of the TPP term, one month in arrears.

Local Channel	Interoffice Channels	Nodes
IHVXX, IHAXX	IHXFX	SHNC3, SHNN5, SHNC1, SHNN8, SHNN9, SHNN6, SHNN2, SHNH3, SHNH5, SHNH1, SHNH8, SHNH9, SHNH7, SHNH6

- (2) The following rewards will apply to customers subscribing to fifteen (15) new LightGate Services (a.k.a. BellSouth SPA Point-to-Point Network) provisioned within the BellSouth region. Credit will be applied to the monthly recurring rates for services provisioned in the Full Service Relief MSAs specified herein.

25% Credit: OC-3, OC-12, OC-48, OC-192 LightGate Service

- (a) The new LightGate Services (a.k.a. BellSouth SPA Point-to-Point Network) must originate and terminate at an end user customer location and must be ordered by October 31, 2007, and installed by March 31, 2008, unless a delay in installing the services is caused by the Company.

¹All material on this page is new.

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ACCESS SERVICE

25 – CONTRACT TARIFFS (CONT'D)

25.45 Contract Tariff – No. 042¹ (Cont'd)

(N)

25.45.1 General Regulations (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

- (b) The credits will be applied to the LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) TPP C monthly recurring rates for the LightGate Systems and Interoffice Channel Mileage provisioned in the MSAs herein for the USOCs in the following chart. The credits will be applied each month of the TPP term, one month in arrears.

LightGate Systems	Interoffice Channel Mileage
HFS03, HFS0C, HFS0W, HFS12, HFS1C, HFS1W, HFS48, HFS4C, HFS4W, HFST2	1LPEA, 1LPS4, 1LPS5, 1LPS7, 1LPEA, 1LPE5, 1LPE7, 1LPSD, 1LPSE, 1LPSF, 1LPEE, 1LPEF, 1LPEG, 1LPSG, 1LPSH, 1LPSJ, 1LPEJ, 1LPEK, 1LPEL, 1LPLG

(C) Rates and Charges

Rates and charges for the services in this Contract Tariff 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 as follows:

- 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 LightGate Service (a.k.a. BellSouth SPA Point to Point Network) or for interfaces or other optional features and functions other than those specified in this Contract Tariff.
- When the service herein terminate in a physical or virtual collocation arrangement in a Company central office.

(2) The rewards in this Contract Tariff will be computed as credits on the full TPP tariff price for the services herein. Credits will not be applied to taxes.

¹All material on this page is new.