

BELLSOUTH

BellSouth Telecommunications, Inc.

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August 17, 2006

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of BellSouth's General Subscriber Service Tariff and Private Line Services Tariff:

General Subscriber Service Tariff

- Section A2 - Third Revised Page 35.5.2.64
- Second Revised Page 35.5.2.65
- First Revised Page 35.5.2.66
- First Revised Page 35.5.2.67
- First Revised Page 35.5.2.68

Private Line Services Tariff

- Section B2 - Second Revised Page 71.28
- First Revised Page 71.29
- First Revised Page 71.30
- First Revised Page 71.31

The purpose of this filing is to provide for the BellSouth® 2006-2007 Simple Savings Promotion. This Special Promotion will begin September 1, 2006 and end August 31, 2007.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (mrs)

Regulatory Vice President

Attachments

Promotion Description

BellSouth® 2006-2007 Simple Savings Promotion

Overview

This Program is an offer available to new BellSouth customer locations. The Simple Savings Program will offer discounts on the Subscriber's bill. Subscribers must commit to a 24 or 36-month term agreement to participate in the Program to receive the discounts specified. Subscriber agrees to pay the applicable BellSouth rates or charges set forth in the Service Descriptions and Price Lists or the applicable tariff or other notice, as the case may be, subject to discounts provided under this Agreement. Subscriber agrees that rates or prices may change over the term, but the discount is fixed based on the term selected. The Program will begin on September 1, 2006 and end on August 31, 2007.

Program Eligibility

- Available only to new BellSouth business customer locations subscribing to local exchange service.
- Monthly BellSouth local service charges must be between a business line class of service and five thousand four hundred dollars (\$5,400) excluding hunting, analog private line, ISDN PRI, BIS-T1 charges and the additional services listed below in the program restrictions to receive the discounts.
- Complete Choice® for Business Package Subscribers are not eligible to receive the hunting discount.
- Subscriber must sign a 24 or 36-month term agreement to participate under the Program and receive the monthly discounts.

Program Elements

- Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by Subscriber's monthly total billed BellSouth local service charges; in addition, if applicable, Subscriber will earn for each month of the term a discount for Hunting Service equal to the applicable discount percentage multiplied by Subscriber's hunting charge.
- Discount: Specified percent (%) of Subscriber's total billed BellSouth charges for local service charges to the customer (TBR) based upon rates or prices provided in the Service Descriptions and Price Lists, under General Exchange Price Lists and Private Line Price Lists, or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states.

Monthly Billed BellSouth Local Service Charges	24 Month Term Discount	36 Month Term Discount
The price of one Business Line Class of Service to \$249.99	10%	25%
\$250.00 - \$5,400.00	10%	30%
Hunting Discount	50%	100%

- The term "Monthly Billed BellSouth Local Service Charges" means Subscriber monthly billed BellSouth local service charges at qualifying locations for BellSouth services that are local services as set forth in the Service Descriptions and Price Lists, under General Exchange Price List and Private Line Price List or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states, excluding: Non-Program Services, other non-regulated charges (other regulated charges in tariffed states), other fees or surcharges, taxes, non-state tariffed charges, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by

All BellSouth marks contained herein are owned by BellSouth Intellectual Property Corporation.

other companies. (For example charges excluded include, but are not limited to, charges for BellSouth Long Distance, Inc., BellSouth® Fast Access® Business DSL, BellSouth® Dedicated Internet Access Service, BellSouth Advertising and Publishing Corporation or Cingular Wireless®).

- Subscribers who participate in the Program and subscribe to service at a new location during the term under the Simple Savings term agreement, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks) and the Charge for Change in Service, if applicable.
- Should Subscriber's charges exceed the five thousand four hundred dollars (\$5,400) monthly threshold, the Subscriber will only receive the maximum discount allowed under this Program for monthly charges up to five thousand four hundred dollars (\$5,400).
- The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to a term and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term agreement order.
- This term agreement is subject to and controlled by the provisions of BellSouth's terms and conditions provided under notice, including any changes therein as may be made from time to time; or, in the alternative, in jurisdictions in which the said services are controlled by tariff, the applicable filed tariffs.
- Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services.
- In the event the Subscriber terminates the term agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term agreement, and the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on a subsequent bill or, if applicable, on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.

Set charge to be multiplied by the number of months remaining on term after disconnect
\$30

Program Restrictions

- Discounts, as well as hunting discounts (for hunting service), apply only to BellSouth total billed local service charges within a state, not across states.
- Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in this Program.
- Complete Choice® for Business Package Subscribers may participate in the Program but are not eligible to receive the additional hunting discount.

All BellSouth marks contained herein are owned by BellSouth Intellectual Property Corporation.

- Subscribers with aggregate annual billing, per state of BellSouth services exceeding sixty five thousand dollars (\$65,000) at the time of enrollment are not eligible to participate in this Program.
- Multiple locations may be billed together only with the accounts and/or locations eligible for this Program.
- This Program may not be used concurrently with any previous or existing BellSouth Telecommunications, Inc. term agreement programs, unless otherwise stated.
- Subscribers may bill locations together under this promotion but only those that meet the Program qualifications, per location.
- This Program can be used concurrently with the BellSouth Welcoming Rewards promotion.
- BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the program will continue to receive this program for the remaining term of their term agreement.
- The BellSouth® 2006-2007 Simple Savings Promotion term agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.
- Subscriber understands that its signature on the Simple Savings term agreement constitutes the Subscriber's company enrollment in the BellSouth® 2006-2007 Simple Savings Promotion under this term agreement or the applicable tariffs, as the case may be. The Subscriber must have authority to commit the customer to the term agreement.
- The following services will not be included in qualifying revenue or charges under this Program or entitled to discounts for the related revenues:
 - Analog Private Line
 - BIS-T1
 - ISDN PRI
 - Metro Ethernet
 - RegionServ Service, business trunk, w/o discount combination
 - RegionServ Service, business trunk, w/o discount outward only
 - Business, Local Optional Service, all options inward only trunk
 - Business trunk, combination flat rate, local optional service
 - Joint user flat rate service, business (Cost Split between Joint Users)
 - Outward WATS service, statewide
 - Area Calling Service business, both way, premium
 - PBX Service, inward flat rate trunk
 - LightGate 1 Basic System with First 1/2 mile per System, IntraLATA
- Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory – From Central Office where services are available	BellSouth 2006-2007 Simple Savings Promotion	This Program is an offer available to new BellSouth customer locations. The Simple Savings Program will offer discounts on the Subscriber's bill. Subscribers must commit to a 24 or 36-month term agreement to participate in the Program to receive the discounts specified. Subscriber agrees to pay the applicable BellSouth rates or charges set forth in the Service Descriptions and Price Lists or the applicable tariff or other notice, as the case may be, subject to discounts provided under this Agreement. Subscriber agrees that rates or prices may change over the term, but the discount is fixed based on the term selected.	09/01/06 to 08/31/07	(N)
		<u>Program Eligibility</u>		(N)
		-Available only to new BellSouth business customer locations subscribing to local exchange service.		(N)
		-Monthly BellSouth local service charges must be between a business line class of service and five thousand four hundred dollars (\$5,400) excluding hunting, analog private line, ISDN PRI, BIS-T1 charges and the additional services listed below in the program restrictions to receive the discounts.		(N)
		-Complete Choice for Business Package Subscribers are not eligible to receive the hunting discount.		(N)
		-Subscriber must sign a 24 or 36-month term agreement to participate under the Program and receive the monthly discounts.		(N)
		<u>Program Elements</u>		(N)
		-Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by Subscriber's monthly total billed BellSouth local service charges; in addition, if applicable, Subscriber will earn for each month of the term a discount for Hunting Service equal to the applicable discount percentage multiplied by Subscriber's hunting charge.		(N)
		-Discount: Specified percent (%) of Subscriber's total billed BellSouth charges for local service charges to the customer (TBR) based upon rates or prices provided in the Service Descriptions and Price Lists, under General Exchange Price Lists and Private Line Price Lists, or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states.		(N)

Monthly Billed BellSouth Local Service Charges	24 Month Term Discount	36 Month Term Discount
The price of one (1) Business line Class of Service to \$249.99	10%	25%
\$250.00 - \$5,400.00	10%	30%
Hunting Discount	50%	100%

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 35.5.2.68
Cancels Original Page 35.5.2.68

ISSUED: August 17, 2006
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: September 1, 2006

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion (DELETED)	Service	Charges Waived	Period Authority	(D)
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B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

- A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory – From Central Office where services are available	BellSouth 2006-2007 Simple Savings Promotion	This Program is an offer available to new BellSouth customer locations. The Simple Savings Program will offer discounts on the Subscriber's bill. Subscribers must commit to a 24 or 36-month term agreement to participate in the Program to receive the discounts specified. Subscriber agrees to pay the applicable BellSouth rates or charges set forth in the Service Descriptions and Price Lists or the applicable tariff or other notice, as the case may be, subject to discounts provided under this Agreement. Subscriber agrees that rates or prices may change over the term, but the discount is fixed based on the term selected.	09/01/06 to 08/31/07	(N)
		<u>Program Eligibility</u>		(N)
		-Available only to new BellSouth business customer locations subscribing to local exchange service.		(N)
		-Monthly BellSouth local service charges must be between a business line class of service and five thousand four hundred dollars (\$5,400) excluding hunting, analog private line, ISDN PRI, BIS-T1 charges and the additional services listed below in the program restrictions to receive the discounts.		(N)
		-Complete Choice for Business Package Subscribers are not eligible to receive the hunting discount.		(N)
		-Subscriber must sign a 24 or 36-month term agreement to participate under the Program and receive the monthly discounts.		(N)
		<u>Program Elements</u>		(N)
		-Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by Subscriber's monthly total billed BellSouth local service charges; in addition, if applicable, Subscriber will earn for each month of the term a discount for Hunting Service equal to the applicable discount percentage multiplied by Subscriber's hunting charge.		(N)
		-Discount: Specified percent (%) of Subscriber's total billed BellSouth charges for local service charges to the customer (TBR) based upon rates or prices provided in the Service Descriptions and Price Lists, under General Exchange Price Lists and Private Line Price Lists, or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states.		(N)

Monthly Billed BellSouth Local Service Charges	24 Month Term Discount	36 Month Term Discount
The price of one (1) Business line Class of Service to \$249.99	10%	25%
\$250.00 - \$5,400.00	10%	30%
Hunting Discount	50%	100%

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

- A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)			
BellSouth's Service Territory – From Central Office where services are available	South 2006-2007 Simple Savings Promotion (Cont'd)	<p>-The term "Monthly Billed BellSouth Local Service Charges" means Subscriber monthly billed BellSouth local service charges at qualifying locations for BellSouth services that are local services as set forth in the Service Descriptions and Price Lists, under General Exchange Price List and Private Line Price List or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states, excluding: Non-Program Services, other non-regulated charges (other regulated charges in tariffed states), other fees or surcharges, taxes, non-state tariffed charges, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies. (For example charges excluded include, but are not limited to, charges for BellSouth Long Distance, Inc., BellSouth Fast Access Business DSL, BellSouth Dedicated Internet Access Service, BellSouth Advertising and Publishing Corporation or Cingular Wireless).</p> <p>-Subscribers who participate in the Program and subscribe to service at a new location during the term under the Simple Savings term agreement, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks) and the Charge for Change in Service, if applicable.</p> <p>-Should Subscriber's charges exceed the five thousand four hundred dollars (\$5,400) monthly threshold, the Subscriber will only receive the maximum discount allowed under this Program for monthly charges up to five thousand four hundred dollars (\$5,400).</p> <p>-The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to a term and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term agreement order.</p> <p>-This term agreement is subject to and controlled by the provisions of BellSouth's terms and conditions provided under notice, including any changes therein as may be made from time to time; or, in the alternative, in jurisdictions in which the said services are controlled by tariff, the applicable filed tariffs.</p>	(D) (N) (N) (N) (N) (N)

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

- A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)			(D)
BellSouth's Service Territory	BellSouth 2006-2007	-This Program can be used concurrently with the BellSouth Welcoming Rewards promotion.	(N)
- From Central Office where services are available	Simple Savings Promotion (Cont'd)	-BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the program will continue to receive this program for the remaining term of their term agreement.	(N)
		-The BellSouth 2006-2007 Simple Savings Promotion term agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.	(N)
		-Subscriber understands that its signature on the Simple Savings term agreement constitutes the Subscriber's company enrollment in the BellSouth 2006-2007 Simple Savings Promotion under this term agreement or the applicable tariffs, as the case may be. The Subscriber must have authority to commit the customer to the term agreement.	(N)
		-The following services will not be included in qualifying revenue or charges under this Program or entitled to discounts for the related revenues:	(N)
		Analog Private Line	(N)
		BIS-T1	(N)
		ISDN PRI	(N)
		Metro Ethernet	(N)
		RegionServ Service, business trunk, w/o discount combination	(N)
		RegionServ Service, business trunk, w/o discount outward only	(N)
		Business, Local Optional Service, all options inward only trunk	(N)
		Business trunk, combination flat rate, local optional service	(N)
		Joint user flat rate service, business (Cost Split between Joint Users)	(N)
		Outward WATS service, statewide	(N)
		Area Calling Service business, both way, premium	(N)
		PBX Service, inward flat rate trunk	(N)
		LightGate 1 Basic System with First 1/2 mile per System, IntraLATA	(N)
		-Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.	(N)

FLORIDA

ISSUED: August 17, 2006~~ISSUED: July 15, 2005~~
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: September 1, 2006~~EFFECTIVE: August 1, 2005~~

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory – From Central Office where services are available	(DELETED) BellSouth 2006-2007 Simple Savings Promotion	This Program is an offer available to new BellSouth customer locations. The Simple Savings Program will offer discounts on the Subscriber's bill. Subscribers must commit to a 24 or 36-month term agreement to participate in the Program to receive the discounts specified. Subscriber agrees to pay the applicable BellSouth rates or charges set forth in the Service Descriptions and Price Lists or the applicable tariff or other notice, as the case may be, subject to discounts provided under this Agreement. Subscriber agrees that rates or prices may change over the term, but the discount is fixed based on the term selected.	09/01/06 to 08/31/07	(D) (N)
		<u>Program Eligibility</u>		(N)
		-Available only to new BellSouth business customer locations subscribing to local exchange service.		(N)
		-Monthly BellSouth local service charges must be between a business line class of service and five thousand four hundred dollars (\$5,400) excluding hunting, analog private line, ISDN PRI, BIS-T1 charges and the additional services listed below in the program restrictions to receive the discounts.		(N)
		-Complete Choice for Business Package Subscribers are not eligible to receive the hunting discount.		(N)
		-Subscriber must sign a 24 or 36-month term agreement to participate under the Program and receive the monthly discounts.		(N)
		<u>Program Elements</u>		(N)
		-Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by Subscriber's monthly total billed BellSouth local service charges; in addition, if applicable, Subscriber will earn for each month of the term a discount for Hunting Service equal to the applicable discount percentage multiplied by Subscriber's hunting charge.		(N)
		-Discount: Specified percent (%) of Subscriber's total billed BellSouth charges for local service charges to the customer (TBR) based upon rates or prices provided in the Service Descriptions and Price Lists, under General Exchange Price Lists and Private Line Price Lists, or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states.		(N)

<u>Monthly Billed BellSouth Local Service Charges</u>	<u>24 Month Term Discount</u>	<u>36 Month Term Discount</u>
The price of one (1) Business line Class of Service to \$249.99	10%	25%
\$250.00 - \$5,400.00	10%	30%
Hunting Discount	50%	100%

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)	Business Perks Promotion	—Qualified subscribers who enroll in the promotion will receive a redeemable coupon after meeting the following loyal customer milestones:	08/20/03 to 02/16/04
	—BellSouth Business Perks is a customer loyalty program (hereafter called a promotion) designed to reward eligible business subscribers for meeting loyal customer milestones that include tenure and spending for regulated and non-regulated BellSouth services. These eligible business subscribers are not currently on a term agreement for local exchange service. Promotion participants earn a reward coupon, redeemable for a one hundred dollar (\$100) check, ninety-dollar (\$90) Visa Card or two (2) months of BellSouth FastAccess Business DSL service after every three (3) months service and one thousand dollars (\$1,000) in accumulated spending for BellSouth services. Once a reward coupon is earned, the participant's timer/counter is reset to zero (0) and they begin to earn their next reward.	—Three (3) months continuous service with BellSouth and one thousand (\$1,000) accumulated spending on total billed charges.	(D)
	—This promotion is available to new and existing BellSouth business subscribers subscribing to BellSouth local exchange service.	—Total billed charges will consist of end-user monthly billed BellSouth regulated and non-regulated charges at qualifying locations.	(E)
	—Monthly BellSouth revenue for a Subscriber's location must be between two hundred dollars (\$200) and three thousand dollars (\$3,000) to receive the rewards specified.	—The coupon will expire sixty (60) days from date of issuance.	
		—After a coupon is earned, the subscriber's BellSouth Business Perks account is reset to zero (0), and the subscriber begins to earn another coupon based on meeting the promotion spending and tenure criteria.	
		—Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this promotion.	(F)
BellSouth's Service Territory – From Central Office where services are available	<u>BellSouth 2006-2007 Simple Savings Promotion (Cont'd)</u>	<u>-The term "Monthly Billed BellSouth Local Service Charges" means Subscriber monthly billed BellSouth local service charges at qualifying locations for BellSouth services that are local services as set forth in the Service Descriptions and Price Lists, under General Exchange Price List and Private Line Price List or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states, excluding: Non-Program Services, other non-regulated charges (other regulated charges in tariffed states), other fees or surcharges, taxes, non-state tariffed charges, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies. (For example charges excluded include, but are not limited to, charges for BellSouth Long</u>	<u>(N)</u>

~~ISSUED: August 17, 2006~~ISSUED: December 17, 2003

EFFECTIVE: September 1, 2006EFFECTIVE: January 2, 2004

~~BY: Marshall M. Criser III, President -FL~~BY: Joseph P. Lacher, President -FL
Miami, Florida

Distance, Inc., BellSouth Fast Access Business DSL, BellSouth Dedicated Internet Access Service, BellSouth Advertising and Publishing Corporation or Cingular Wireless).

-Subscribers who participate in the Program and subscribe to service at a new location during the term under the Simple Savings term agreement, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks) and the Charge for Change in Service, if applicable. (N)

-Should Subscriber's charges exceed the five thousand four hundred dollars (\$5,400) monthly threshold, the Subscriber will only receive the maximum discount allowed under this Program for monthly charges up to five thousand four hundred dollars (\$5,400). (N)

-The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to a term and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term agreement order. (N)

-This term agreement is subject to and controlled by the provisions of BellSouth's terms and conditions provided under notice, including any changes therein as may be made from time to time; or, in the alternative, in jurisdictions in which the said services are controlled by tariff, the applicable filed tariffs. (N)

ISSUED: August 17, 2006 ISSUED: August 5, 2003
 BY: Marshall M. Criser III, President -FL BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: September 1, 2006 EFFECTIVE: August 20, 2003

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)	Business Perks Promotion (Cont'd)	—The coupon can be redeemed for one of the following reward options:	(N) (D)
	—Subscribers may not be under a term agreement for regulated services (including any Key Customer Program, BellSouth® Complete Choice® for Business term, Contract Service Arrangement, or BellSouth® Primary Rate ISDN service contract) and BellSouth® Business Perks for the same location.	—One hundred dollar (\$100) check (issued by BellSouth)	(N) (N)
	—Subscriber locations that have analog private line are not eligible for this BellSouth® Business Perks promotion.	—Two (2) months BellSouth® FastAccess® Business DSL service	(N)
	—This promotion is not available to residential subscribers, nor does it apply to the residential regulated spending of business subscribers.	—Ninety dollar (\$90) Prepaid Visa Card	(N)
	—Subscribers may change their service address (within BellSouth's service territory), add additional qualifying BellSouth services, or make changes to the telephone number(s) associated with their enrolled account and remain eligible for the promotion.	—(The reward options stated herein are subject to change.)	(N) (N) (N)
	—Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate in one BellSouth® Business Perks membership as long as one of the locations is eligible for the promotion.		(N)
BellSouth's Service Territory – From Central Office where services are available	BellSouth 2006-2007 Simple Savings Promotion (Cont'd)	-Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services. -In the event the Subscriber terminates the term agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the	(N) (N)

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term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term agreement, and the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on a subsequent bill or, if applicable, on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.

<u>Set Charge to be multiplied by the number of months remaining on term after disconnect</u>
<u>\$30</u>

Program Restrictions

-Discounts, as well as hunting discounts (for hunting service), apply only to BellSouth total billed local service charges within a state, not across states.

-Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in this Program.

-Complete Choice for Business Package Subscribers may participate in the Program but are not eligible to receive the additional hunting discount.

-Subscribers with aggregate annual billing, per state of BellSouth services exceeding sixty five thousand dollars (\$65,000) at the time of enrollment are not eligible to participate in this Program.

-Multiple locations may be billed together only with the accounts and/or locations eligible for this Program.

-This Program may not be used concurrently with any previous or existing BellSouth Telecommunications, Inc. term agreement programs, unless otherwise stated.

-Subscribers may bill locations together under this promotion but only those that meet the Program qualifications, per location.

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)	Business Perks Promotion (Cont'd)		(N)
	—Subscribers with multiple locations that individually qualify for BellSouth® Business Perks, but are BTN'd or CLUB-billed are eligible to earn one (1) BellSouth® Business Perks reward per qualifying location based on meeting the per location spending and tenure criteria. The location spending and tenure criteria will be measured using the BTN or CLUB-billed level accumulated revenue with the average assigned to each qualifying location.		(N)
	—Subscribers with aggregate annual billing, per state, of BellSouth services exceeding thirty-six thousand (\$36,000) at the time of enrollment, are not eligible to participate in this promotion.		(N)
	—If a subscriber enrolled in the promotion discontinues all qualified BellSouth services, the subscriber immediately forfeits all unredeemed rewards and is removed from the promotion.		(N)
	—BellSouth may modify any part of this promotion, including but not limited to any of the coupon redemption offers, at any time. Notice of such changes will be included in standard promotion communications, including but not limited to letters, emails, or faxes.		(N)
BellSouth's Service Territory – From Central Office where services are available	<u>BellSouth 2006-2007 Simple Savings Promotion (Cont'd)</u>	<u>-This Program can be used concurrently with the BellSouth Welcoming Rewards promotion.</u> <u>-BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the program will continue to receive this program for the remaining term of their term agreement.</u> <u>-The BellSouth 2006-2007 Simple Savings Promotion term agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.</u> <u>-Subscriber understands that its signature on the Simple Savings term agreement constitutes the Subscriber's company enrollment in the BellSouth 2006-2007 Simple Savings Promotion under this term agreement or the applicable tariffs, as the case may be. The Subscriber must have authority to commit the customer to the term agreement.</u>	(N) (N) (N) (N)

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-The following services will not be included in qualifying revenue or charges under this Program or entitled to discounts for the related revenues: (N)

Analog Private Line (N)

BIS-T1 (N)

ISDN PRI (N)

Metro Ethernet (N)

RegionServ Service, business trunk, w/o discount combination (N)

RegionServ Service, business trunk, w/o discount outward only (N)

Business, Local Optional Service, all options inward only trunk (N)

Business trunk, combination flat rate, local optional service (N)

Joint user flat rate service, business (Cost Split between Joint Users) (N)

Outward WATS service, statewide (N)

Area Calling Service business, both way, premium (N)

PBX Service, inward flat rate trunk (N)

LightGate 1 Basic System with First 1/2 mile per System, IntraLATA (N)

-Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.

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A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED) BellSouth's Service Territory From Central Office where services are available	Business Perks Promotion (Cont'd)		
	—BellSouth reserves the right to terminate this promotion at any time. In the case of promotion termination, subscribers who have earned coupons will have ninety (90) days from the date of notification to redeem any unused rewards. BellSouth will cease tracking and offering rewards as of the termination date.		(N) (D) (N)
	—Unless otherwise specified, BellSouth cannot combine this promotion with any other promotion, program or Contract Service Arrangement offer.		(N)
	—This promotion is only available to subscribers where BellSouth offers service.		(N)
	—There is a limit of one (1) reward per account at the same address and in the same name.		(N)
	—In the event a subscriber terminates the term election agreement, the Subscriber must pay BellSouth a termination charge as for the number of months remaining on such agreed upon term. In addition, the subscriber shall reimburse all rewards for the line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C Section. Payment of the termination charge does not release the subscriber from other previous amounts owed to BellSouth.		(N)

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

- A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory – From	(DELETED) BellSouth 2006-2007	This Program is an offer available to new BellSouth customer locations. The Simple Savings Program will offer discounts on the Subscriber's bill. Subscribers must commit to a 24 or 36-month term agreement to participate in the Program to receive the discounts specified. Subscriber agrees to pay the applicable BellSouth rates or charges set forth in the Service Descriptions and Price Lists or the applicable tariff or other notice, as the case may be, subject to discounts provided under this Agreement. Subscriber agrees that rates or prices may change over the term, but the discount is fixed based on the term selected.	09/01/06 to 08/31/07	(D) (N)
Central Office where services are available	Simple Savings Promotion	<p><u>Program Eligibility</u></p> <p>-Available only to new BellSouth business customer locations subscribing to local exchange service.</p> <p>-Monthly BellSouth local service charges must be between a business line class of service and five thousand four hundred dollars (\$5,400) excluding hunting, analog private line, ISDN PRI, BIS-T1 charges and the additional services listed below in the program restrictions to receive the discounts.</p> <p>-Complete Choice for Business Package Subscribers are not eligible to receive the hunting discount.</p> <p>-Subscriber must sign a 24 or 36-month term agreement to participate under the Program and receive the monthly discounts.</p> <p><u>Program Elements</u></p> <p>-Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by Subscriber's monthly total billed BellSouth local service charges; in addition, if applicable, Subscriber will earn for each month of the term a discount for Hunting Service equal to the applicable discount percentage multiplied by Subscriber's hunting charge.</p> <p>-Discount: Specified percent (%) of Subscriber's total billed BellSouth charges for local service charges to the customer (TBR) based upon rates or prices provided in the Service Descriptions and Price Lists, under General Exchange Price Lists and Private Line Price Lists, or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states.</p>		(N) (N) (N) (N) (N) (N) (N) (N)

<u>Monthly Billed BellSouth Local Service Charges</u>	<u>24 Month Term Discount</u>	<u>36 Month Term Discount</u>
The price of one (1) Business line Class of Service to \$249.99	10%	25%
\$250.00 - \$5,400.00	10%	30%
Hunting Discount	50%	100%

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B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
(DELETED)	BellSouth® Integrated Solutions	The nonrecurring service establishment charges will be waived.	09/02/03 to 12/31/03	(N)
	— BellSouth plans the BellSouth® Integrated Solutions promotion which will begin September 2, 2003 and end December 31, 2003. This promotion is available to new BellSouth® Integrated Solutions customers.			(N)
	— To qualify for this promotion, customers must sign a thirty-six (36) month BellSouth® Integrated Solutions service contract ("BIS Agreement").			(N)
	— This promotion provides the services within the BellSouth® Integrated Solutions bundle for a single monthly rate.			(N)
	— BellSouth® Integrated Solutions is available in two formats: BellSouth® Integrated Solutions-T1 (Single bundle price starting at \$639) and BellSouth® Integrated Solutions-Primary Rate ISDN (PRI) (Single bundle price starting at \$759).			(N)
	— BellSouth® Integrated Solutions is structured as follows:			(N)
	— Voice Channels—includes eight (8) channels for local voice service			(N)
	— Business Line—one business line, which is used for out-of-band Customer Premises Equipment [§] (CPE) monitoring			(N)
	— Interoffice Facilities—up to seventy-five (75) miles (where needed to serve customer)			(N)
	— Dedicated Internet Access [§] —128K minimum			(N)
	— E-mail Boxes [§] —thirty (30)			(N)
	— Shared Web Hosting [§] —two hundred (200) megabytes			(N)

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(MB) storage capacity
provided via a shared server

BellSouth's Service
Territory – From Central
Office where services are
available

BellSouth 2006-2007 Simple
Savings Promotion (Cont'd)

-The term "Monthly Billed BellSouth Local Service Charges" means Subscriber monthly billed BellSouth local service charges at qualifying locations for BellSouth services that are local services as set forth in the Service Descriptions and Price Lists, under General Exchange Price List and Private Line Price List or the General Subscriber Services Tariff (A) and Private Line Services Tariff (B) in tariffed states, excluding: Non-Program Services, other non-regulated charges (other regulated charges in tariffed states), other fees or surcharges, taxes, non-state tariffed charges, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies. (For example charges excluded include, but are not limited to, charges for BellSouth Long Distance, Inc., BellSouth Fast Access Business DSL, BellSouth Dedicated Internet Access Service, BellSouth Advertising and Publishing Corporation or Cingular Wireless).

-Subscribers who participate in the Program and subscribe to service at a new location during the term under the Simple Savings term agreement, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks) and the Charge for Change in Service, if applicable.

-Should Subscriber's charges exceed the five thousand four hundred dollars (\$5,400) monthly threshold, the Subscriber will only receive the maximum discount allowed under this Program for monthly charges up to five thousand four hundred dollars (\$5,400).

-The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to a term and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term agreement order.

-This term agreement is subject to and controlled by the provisions of BellSouth's terms and conditions provided under notice, including any changes therein as may be made from time to time; or, in the alternative, in jurisdictions in which the said services are controlled by tariff, the applicable filed tariffs.

(N)

(N)

(N)

(N)

(N)

(N)

*Unregulated charges

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B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)	BellSouth@ Integrated Solutions (Cont'd)		(N)
	— Customer Premises Equipment [§] — including installation, maintenance, and monitoring		(D) (N)
	— Optional Services (available at additional cost)		
	— Additional Voice Channels— available in 64K increments (\$30 per Channel)		(N)
	— Additional Data Channels— available in 2-channel increments (\$60 per 2-channel increment)		(N)
	— Specified Calling Features— (BellSouth@ Integrated Solutions— T1 only)— Call Forwarding Busy Line, Call Forwarding Don't Answer, Call Waiting, Three-way Calling with Transfer, 30 Code Speed Calling, Call forwarding Variable, Remote Access Call Forwarding Variable, Caller ID Name and Number Deliver (w/Anonymous Call Rejection), Repeat Dialing (*66), Call Return (*69), Message Waiting Indication Audible, Message Waiting Indication Audible/Visual (\$10 per Voice Channel)		(N)
	— Direct Inward Dialing (\$20 per Channel)		
	— Frame Relay— Additional Permanent Virtual Circuits (PVCs) (as available) (\$20 per PVC)		
	— Dedicated Internet Access [§] — available in 128K, 256K, 384K, 512K and 768K		
	— Non-recurring charges may apply for these optional services		
BellSouth's Service Territory – From Central Office where services are available	BellSouth 2006-2007 Simple Savings Promotion (Cont'd)	<u>-Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services.</u> <u>-In the event the Subscriber terminates the term agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange</u>	(N) (N) (N) (N) (N) (N)

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service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term agreement, and the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on a subsequent bill or, if applicable, on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.

<u>Set Charge to be multiplied by the number of months remaining on term after disconnect</u>
<u>\$30</u>

Program Restrictions

-Discounts, as well as hunting discounts (for hunting service), apply only to BellSouth total billed local service charges within a state, not across states.

-Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in this Program.

-Complete Choice for Business Package Subscribers may participate in the Program but are not eligible to receive the additional hunting discount.

-Subscribers with aggregate annual billing, per state of BellSouth services exceeding sixty five thousand dollars (\$65,000) at the time of enrollment are not eligible to participate in this Program.

-Multiple locations may be billed together only with the accounts and/or locations eligible for this Program.

-This Program may not be used concurrently with any previous or existing BellSouth Telecommunications, Inc. term agreement programs, unless otherwise stated.

-Subscribers may bill locations together under this promotion but only those that meet the Program qualifications, per location.

*Unregulated services

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

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B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)	BellSouth@ Integrated Solutions (Cont'd)		(N) (D)
	RESTRICTIONS:		(N)
	—Customers must subscribe to BellSouth@ Integrated Solutions to obtain the bundle of services and optional features at the promotion price.		(N)
	—Unless otherwise specified, no product or service (or combination of products or services) included in this bundle is eligible for any other promotion, program or Contract Service Arrangement offered by BellSouth.		(N)
	—This promotion is available to customers where facilities permit.		
	—Should a participating customer terminate a contract signed under this promotion without cause, charges for termination or cancellation of service shall be limited to those specified in the BellSouth@ Integrated Solutions Agreement.		(N) (N)
	—BellSouth reserves the right to terminate this promotion at any time following any required Commission notice.		
	—This promotion is not available for resale. Each regulated service contained within this bundle is available individually for resale at the tariff rate less the appropriate resale discount.		(N)
BellSouth's Service Territory – From Central Office where services are available	<u>BellSouth 2006-2007 Simple Savings Promotion (Cont'd)</u>	<u>-This Program can be used concurrently with the BellSouth Welcoming Rewards promotion.</u> <u>-BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the program will continue to receive this program for the remaining term of their term agreement.</u> <u>-The BellSouth 2006-2007 Simple Savings Promotion term agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.</u> <u>-Subscriber understands that its signature on the Simple Savings term agreement constitutes the Subscriber's company enrollment in the BellSouth 2006-2007 Simple Savings Promotion under this term agreement or the applicable tariffs, as the case may be. The Subscriber</u>	(N) (N) (N) (N)

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must have authority to commit the customer to the term agreement.

-The following services will not be included in qualifying revenue or charges under this Program or entitled to discounts for the related revenues: (N)

Analog Private Line (N)

BIS-T1 (N)

ISDN PRI (N)

Metro Ethernet (N)

RegionServ Service, business trunk, w/o discount combination (N)

RegionServ Service, business trunk, w/o discount outward only (N)

Business, Local Optional Service, all options inward only trunk (N)

Business trunk, combination flat rate, local optional service (N)

Joint user flat rate service, business (Cost Split between Joint Users) (N)

Outward WATS service, statewide (N)

Area Calling Service business, both way, premium (N)

PBX Service, inward flat rate trunk (N)

LightGate 1 Basic System with First 1/2 mile per System, IntraLATA (N)

-Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control. (N)