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**Business Markets**

675 West Peachtree Street  
Atlanta, Georgia 30375

**Carrier Notification  
SN91086111**

Date: May 24, 2006

To: All Business Markets – Wholesale Customers

Subject: All Business Markets – Wholesale Customers – (Billing, Tariff and Interconnection/Contractual) – Notice of Implementation of Deregulated Tariff Term Offerings in South Carolina

This is to advise that beginning March 31, 2006, BellSouth ceased offering term plans for the following business and residential services on a tariffed basis in South Carolina: MultiServ<sup>®</sup> Service, WATSaver<sup>®</sup> Service, Derived Data Channel Service, Administrative Management Service (AMS), Integration Plus<sup>®</sup> Management Service, AIN Virtual Number Call Detain (AdWatch<sup>®</sup> Service), CrisisLink<sup>SM</sup> Service, Frame Relay Service, Fast Packet Option (FPO), Asynchronous Transfer Mode (ATM), Customer Network Management, BellSouth<sup>®</sup> Metro Ethernet Service, ISDN – Business Service (IBS), ISDN – Residence Service (IRS), BellSouth<sup>®</sup> Primary Rate ISDN, BellSouth<sup>®</sup> Channelized Trunks, MegaLink<sup>®</sup> Service, SynchroNet<sup>®</sup> Service, MegaLink Channel Service, SMARTRing<sup>®</sup> Service, MegaLink Plus Service, and MegaLink Light Service (collectively, the “Affected Services”).

On and after March 31, 2006, BellSouth will continue offering the Affected Services on a month-to-month basis pursuant to its South Carolina tariffs.

On and after March 31, 2006, BellSouth will offer term plans for the Affected Services to its retail business and residential end users in South Carolina on an unregulated basis pursuant to Section 58-9-285 of the South Carolina Code, and subject to the rates, terms and conditions set forth in BellSouth Service Agreement for Business Services and BellSouth Service Agreement for Bundled Service in South Carolina. These agreements are available for viewing at the following BellSouth Web site:

<http://cpr.bellsouth.com/pdf/sc/sc.htm>

If you are an existing Business Markets - Wholesale customer (formerly known as Interconnection Services), no action is required on your part to maintain your current BellSouth service. Further, BellSouth will continue to offer the Affected Services for resale consistent with its obligations to resell its retail telecommunications services pursuant to Section 251 of the Telecommunications Act of 1996 or pursuant to its Interconnection and Resale agreements.

Existing Business Markets - Wholesale (formerly known as Interconnection Services) customers who, prior to March 31, 2006, selected a term commitment as set forth in the tariff for any one or more of the Affected Services will continue to receive those services for the remainder of the term in accordance with the provisions of the tariff. For Business Markets - Wholesale customers who buy the Affected Services on a term basis on or after March 31, 2006, such services will be available pursuant to the BellSouth Services Agreement for Business Services, Service Descriptions and Price Lists reflected on

the above Web site. The rates, features and functionality of the Affected Services have not changed, and will remain the same until BellSouth provides notice of any change. By applying for, subscribing to, using or paying for any of the Affected Services on a term basis, your company agrees to be bound by the rates, terms and conditions set forth in the Service Agreement, Services Descriptions and Price List. If your company does not agree with the provisions of the Service Agreement or does not wish to continue to purchase the services, you may terminate service by contacting your account team representative.

To the extent your company either entered into a contract or agreement with BellSouth regarding any Affected Service prior to March 31, 2006, or agreed upon terms of a contract or agreement with BellSouth regarding any Affected Service to be entered into after March 30, 2006, (and is bound by such commitment to enter into such agreement or contract), the following shall apply:

1. For any term contract or agreement for any of the Affected Services pursuant to which you have agreed to a defined service term commitment, any provision of the Affected Service tariff that is referenced in such contract or agreement shall continue to apply as a contractual term or condition for the remainder of the term commitment, unless provided to the contrary in such contract or agreement. To the extent there is a conflict between such tariff provision and a provision of the contract or agreement between your company and BellSouth, the provision of the contract or agreement shall control.
2. For any contract or agreement between your company and BellSouth that contemplates the applicability of a referenced tariff provision to other services you purchase pursuant to such contract or agreement, those provisions of the tariff shall continue to apply for the remaining term of such contract or agreement.

Should you have additional questions, please contact your BellSouth contract negotiator or account team representative.

Sincerely,

**ORIGINAL SIGNED BY KRISTEN E.SHORE**

Kristen E. Shore – Director  
Business Markets