

BELLSOUTH LONG DISTANCE, INC.

d/b/a AT&T Long Distance Service

New York Tariff No. 3 - Telephone

Effective Date: April 3, 2011

Section 11

Leaf No. 2

Revision: 0

Superseding Revision:

SECTION 11 - CONTRACTS FOR SERVICE*

11.2 Contract Dispute Resolution (Term Plans and CPAs)

11.2.1 Parties

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the AParties@ to the dispute resolution procedures described in this section of the tariff.

11.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

11.2.3 Arbitration

If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not state law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta, Georgia. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

* This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.

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