

**BELLSOUTH LONG DISTANCE, INC.**

d/b/a AT&amp;T Long Distance Service

New York Tariff No. 3 - Telephone

Effective Date: April 3, 2011

Section 12

Leaf No. 5

Revision: 0

Superseding Revision:

**SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS\*****12.2 Definitions, (Cont'd.)**

Exclusive Interexchange Carrier or Exclusive Carrier: If stated in the CPA, the Customer will award the Company all (or such other amount as may be specified in the specific CPA) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the CPA and such additional Services as may be specified in the CPA during each billing month of the Term. Affiliated entities include all of the Customer's majority owned subsidiaries, parent companies for which the Customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control with the Customer and for which the Customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of the Customer's CPA. The Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another Interexchange Carrier on the effective date of the Customer's CPA or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Service outage, and any other service usage expressly excluded under the Customer's CPA. The amount of any such commitments will be deducted from the Customer's total amount of telecommunications services when measuring the Customer's compliance with this provision. Upon Company request, Customers designating BellSouth Long Distance as their Exclusive Interexchange Carrier must provide copies of all Interexchange Carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit the Company to audit the Customer compliance. If the Customer fails to comply with this requirement, after written notice from the Company, the Customer will not receive any discounts, concessions, waivers or credits under its CPA and all charges to the Customer for Services under the CPA will be based upon base service schedule rates and standard schedule discounts.

*\* Effective March 3, 2010, services will no longer be available to new customers under a Customized Pricing Arrangement (CPA).*

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