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BELLSOUTH LONG DISTANCE, INC.

d/b/a AT&T Long Distance Service New York Tariff No. 3 - Telephone Effective Date: April 3, 2011 Section 12 Leaf No. 7 Revision: 0 Superseding Revision:

SECTION 12.0 - CUSTOMIZED PRICING ARRANGEMENTS*

12.2 Definitions, (Cont'd.)

Initial Term: The Initial Term is the number of months, years or such other period designated in a Customer's CPA as the original contract duration prior to any renewals or extensions. The Initial Term will begin on the Commencement Date.

Installation Charges: Installation charges are the non-recurring charges associated with establishing Service or a Service element.

Local Access Line: A local access line is a LEC-provided Dedicated Access local loop/circuit including channel termination and channel mileage charges but not including ACF, COC or other access-related charges.

Location: The term "location" denotes physical premises to or from which the Company provides Service. For all BellSouth® Toll-Free services, a location denotes a single Service group. In instances where a Customer obtains Services from the Company at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that the Customer owns or leases, or which is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more, or which is occupied by a franchisee of the Customer, or as otherwise specified in a CPA. All locations other than "associated" locations will be considered "nonassociated" locations. Unless otherwise expressly stated in the CPA, the rates, terms and conditions of the CPA are applicable only to the Customer's "associated" locations. All charges applicable to "nonassociated" locations where such locations are permitted will be applied. Service usage at non-associated locations does not contribute to Monthly Volume of Services or Minimum Service Commitments. At those locations defined as "non-associated," the Customer will be responsible for providing billing and Customer service functions for charges incurred by all "non-associated" locations and must accept financial responsibility for all such locations in the event of non-payment to the Company. The Customer in selling to or servicing its "non-associated" locations will not use the Company name or logo in any promotional materials, contracts, service bills, etc., without express prior written permission from the Company. In addition, the Customer will not reference the Company in an indirect manner.

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

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