

BELLSOUTH LONG DISTANCE, INC.d/b/a AT&T Long Distance Service
New York Tariff No. 3 - Telephone
Effective Date: April 3, 2011Section 12
Leaf No. 18
Revision: 0
Superseding Revision:

SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS*

12.5 Minimum Service Commitments, (Cont'd.)

Unless otherwise specified in the CPA, if the Customer fails to meet the Minimum Service Commitment(s), the Customer will be billed for and will be required to pay to the Company, in addition to all other applicable charges, the difference between the Minimum Service Commitment(s) and the Customer's actual charges for MSC Contributory Service volume for each period in which the Customer does not achieve the Minimum Service Commitment(s), or such other amount as may be specified in the Customer's CPA.

The Customer's MSC applies during the term, irrespective of any "ramp up" or other period in the base service schedule during which the base service schedule minimum commitment does not apply or during which cancellation under the base service schedule is permitted.

A Minimum Monthly Commitment (MMC) is the minimum amount of Service Volume Charges that a Customer is required to purchase from the Company on a monthly basis. Unless otherwise specified in the CPA, if the Customer's actual Service Volume Charges for those Services listed in the Customer's CPA (MSC Contributory Services) do not equal or exceed the MMC, then the Customer will pay to the Company the difference between the MMC and Customer's actual Service Volume Charges for the MSC Contributory Services for each month in which Customer does not achieve the MMC ("Shortfall Liability"). Unless otherwise specified in the Customer's CPA, MMCs are based on "Gross" charges prior to the application of any discounts except for MMCs associated with BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are based on "Net" charges after discounts.

A Minimum Annual Commitment (MAC) is the minimum amount of Service Volume Charges that a Customer is required to purchase from the Company on an annual basis. Unless otherwise specified in the CPA, if the Customer's actual Service Volume Charges for the MSC Contributory Services do not equal or exceed the MAC, then the Customer will pay to the Company the difference between the MAC and the Customer's actual Service Volume Charges for the MSC Contributory Services for each Contract Year in which the Customer does not achieve the MAC ("Shortfall Liability"). In the event that the Term, Initial Term or Renewal Term, as the case may be, of a Customer's CPA includes a partial Contract Year, and that Contract Year MAC is not stated separately or otherwise adjusted under the CPA, the Customer's MAC will be prorated based upon the number of months in the partial Contract Year. Unless otherwise specified in the Customer's CPA, MACs are based on "Net" charges after the application of appropriate discounts.

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

Carol Paulsen, Director Regulatory
208 South Akard Street, Dallas, Texas 75202