

**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. 19  
Revision: 0  
Superseding Revision:

## SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS\*

## 12.5 Minimum Service Commitments, (Cont'd.)

A Minimum Commitment (MC) is the minimum amount of Service Volume Charges that a Customer is required to purchase from the Company during any other period(s) (other than monthly or annual) specified in the Customer's CPA (e.g., the first two Contract Years, Term, Initial Term and/or Renewal Term). 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 MC during the specified period, then at the conclusion of the specified period the Customer will be required to pay to the Company the difference between the MC and Customer's actual Service Volume Charges for the MSC Contributory Services during the specified period ("Shortfall Liability").

Subject to all of the conditions and limitations stated below, the Customer's Shortfall Liability may be waived up to 10% of the Minimum Service Commitment if Customer is unable to satisfy its Minimum Service Commitment due to:

- (A) a force majeure condition, including, but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company;
- (B) the sale or other disposition of any subsidiary, division or other significant business unit;
- (C) a delay in the installation of any MSC Contributory Service beyond the Company's standard installation interval;
- (D) a MSC Contributory Service outage.

In order to be eligible to receive a waiver to a Minimum Service Commitment under subsection (ii) above, the Customer's CPA must designate the Company as the Customer's Exclusive Interexchange Carrier or Exclusive Telecommunications Service Provider.

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

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