

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. 30
Revision: 0
Superseding Revision:

SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS*

12.7 Termination Liability

If the Customer discontinues using Services before the end of the Initial Term, or Renewal Term, as applicable; if the Company terminates the CPA due to the Customer's nonpayment of charges or failure to meet other obligations; if the Customer terminates the CPA for any reason other than the Company's material failure as permitted under its CPA; or if the Customer ceases to use a material amount of Services under the CPA at any time during the Term, the Customer will pay the Company fifty percent (50%) of the monthly amount of the Minimum Service Commitment applicable during the Term or then current Renewal Term, as the case may be, (applicable MSC divided by the number of months to which it applies), multiplied by the number of months remaining in the Term. In addition, the Customer will be required to pay the Company an amount equal to all, or such part of as may be specified in the Customer's CPA, concessions and credits issued, PIC charge and other charges reimbursed and charges waived under the CPA.

When the CPA is terminated for any reason other than those specified above, the Customer will be required to pay the Company an amount equal to all, or such part of as may be specified in the Customer's CPA, concessions and credits issued, and other charges specified under the CPA.

Except as may be expressly permitted under the CPA, if the Customer disconnects prior to 24 months of service any Dedicated Access local channel of capacity less than a DS-1 that received installation charge waivers under the CPA, the Customer will pay to the Company the total installation charges waived for such circuit in addition to all other applicable charges and termination liabilities. Customer's obligation under this condition survives any expiration or termination of the CPA.

Except as may be expressly permitted under the CPA, if the Customer disconnects prior to 24 months of service any dedicated local access line or Service element of capacity equal to or greater than DS-1 or other Service element that received installation charge waivers under the CPA, the Customer will pay to the Company the total installation charges waived in addition to all other applicable charges and termination liabilities. The Customer's obligation under this condition survives any expiration or termination of the CPA.

All other termination liabilities in the base service schedules apply.

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

Carol Paulsen, Director Regulatory
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