

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. 31
Revision: 0
Superseding Revision:

SECTION 12.0 – CUSTOMIZED PRICING ARRANGEMENTS***12.7 Termination Liability, (Cont'd.)****12.7.1 Existing Contracted Customer Service Migration / Early Termination Policy**

Provided (a) Customer is migrating existing BellSouth Long Distance Services to like Services from a Company affiliate at equivalent or greater volumes, speed/capacity, and monthly recurring charges compared to the existing Services being terminated, and such like services are ordered under a Term at least as long as the time remaining on Customer's existing agreement; (b) Customer is not currently incurring shortfall charges; and (c) Customer is considered in good credit standing in that Customer is not, nor ever has been, more than 60 days past due on any invoice from BellSouth Long Distance or any of its affiliates; Company shall not impose any early termination charges and/or shortfall fees directly associated with, or resulting from, the termination of such migrating Services, subject to the conditions or limitations set forth below by access method (Switched / Dedicated) for each Service in question.

(A) Switched Services (Voice only):

No shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from a Customer migrating all or part of Customer's switched Services from Company to like services from a Company affiliate as provided above.

(B) Dedicated Services (Voice and/or DATA):

DS1 Domestic Voice and/or Data Services (including Fractional DS1): When Customer's existing Service, which is migrated to like service(s) from a Company affiliate as provided above, has been installed and active for a period of no less than 12 months, no shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from such migration of the existing Service to like services from a Company affiliate as provided above. Otherwise, early termination and/or shortfall fees may apply as per terms of Customer's agreement and as stated herein.

All other access speeds: Early termination and/or shortfall fees may apply as per terms of Customer's agreement and as state herein.

** 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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