

PSC NO: 1 LOCAL EXCHANGE SERVICE
SBC Long Distance, LLC d/b/a SBC Long
Distance, d/b/a AT&T Long Distance
Effective Date: August 22, 2006

Leaf: 70
Revision: 2

Superseding Revision: 1

(B) If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth ($1/30^{\text{th}}$) of the monthly rates for the first full twenty-four (24) hour period and for each succeeding twenty-four (24) hour period or fraction thereof.

2.16 Early Termination Liability

2.16.1 If a Customer discontinues Services provided under a term pricing plan prior to the completion of the term, the Customer will be liable for an early termination charge. However, Early Termination Liability will be waived when a Customer cancels an existing term plan agreement and signs a new term plan agreement with an affiliated competitive local exchange carrier for a functionally equivalent service and the term plan is at least the same or greater in length in term as the remainder of the original term plan agreement. The termination charge will be the lesser of:

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a. The present value of all monthly charges remaining under the term plan; or

b. The dollar difference, including interest, between (1) the current Monthly Charge(s) for the longest term pricing plan that could have been completed based on the time Customer actually received the Service and (2) the Monthly Charge(s) under the term pricing plan currently in effect; multiplied by the number of months (any partial month to be represented by a fraction) that the Customer received the Service.

(For example, suppose the Customer discontinues a 36-month contract during the 20th month of service. Suppose, further, that 60-month, 36-month, 12-month and month-to-month terms were available. The Customer's termination charge under this section would be the difference between the 12-month rate and the 36-month rate, multiplied by the 20 months the Customer received service, plus (1) any Non-recurring Charges the Company had waived, with interest, and (2) the remaining balance on any Non-recurring Charges the Company had agreed to spread out over the term, with interest).

Issued by: Carol Paulsen, Director-Regulatory Relations, San Antonio, Texas 78215