
INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Annual Usage Commitment Level

Customers who enter into a term agreement must meet an Annual Usage Commitment. The Customer's Annual Usage is established by using the third (3rd) month's actual toll usage, excluding directory assistance, multiplied by twelve (12) months, and multiplying that result by 50%. By the end of the twelfth (12th) month of the Customer's Initial Term of Agreement, usage must be at or above the established Annual Usage Commitment. If the Customer's usage does not meet this requirement, in the thirteenth (13th) month, and at the end of the twelve (12) month period remaining in the Initial Term or Renewal Term as applicable, the Customer will be billed the difference between the actual usage level and the predetermined Annual Usage Commitment. The Annual Usage Commitment as described is used in the calculation of the Discontinuance Charge for early termination of an Initial Term or Renewal Term, as applicable.

2.13 Agreement for Service

The initial term of service provided under an Agreement for Service ("AFS") shall be set forth on such AFS. Upon expiration of the initial term, the AFS shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one 1. year terms unless either party notifies the other of its intention to terminate the AFS at the end of the initial term or renewal term, as the case may be, which such notice shall be in writing and provided to the other party at least thirty (30) days prior to the expiration of the initial term or the renewal term, as the case may be. In the event of such notice, the AFS shall terminate upon the expiration of the initial term or renewal term, as the case may be. The Customer must follow the process as outlined in Section 2.15.6 when notifying the Company of its intent to terminate the AFS at the end of the initial term or renewal term, as the case may be.

The Customer shall notify the Company in writing if the Customer contact person is changed. The Company reserves the right to reject any Customer termination request received from any person other than the designated Customer contact person.