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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.15 Cancellation of Service (Cont'd.)

2.15.2 Cancellation by the Customer without Cause

- A. Discontinuance Charge. The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Agreement for Service ("AFS"). If the Customer terminates all or any part of the Services obtained under the AFS prior to the expiration of the initial term or any renewal term then in effect for any reason other than Cause (as set forth in the following 2.15.3 below), then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for:
1. the applicable Annual Usage Commitment amount remaining unpaid for the remainder of the Initial Term or Renewal Term; and
  2. the total of all monthly recurring charges through the end of the Initial Term or Renewal Term, as applicable; and
  3. any waived installation charges, the cost of any incentives and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange order fees, change order charges, and miscellaneous configuration charges. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

Because damages resulting from early termination are difficult to determine, the Discontinuance Charge is a reasonable approximation of such damage and shall be considered a liquidated damage and not a penalty.