

SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

5.2 Business Plan B, (cont'd)

5.2.3 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Monthly Usage Guarantee multiplied times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

- A. When the Customer disconnects its entire Account;
- B. When the Customer selects a shorter term; or
- C. When the Customer negotiates a reduction in their monthly spending commitment more than one level during a billing cycle.

The early termination charge will not apply under the following circumstances:

- A. When the Customer's physical location changes, but the term plan is continued at the new location;
- B. When the Customer negotiates the term plan for a longer term;
- C. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- D. When the Customer changes plan prior to 60 days of service;
- E. When the Customer returns to the Company and the same term length agreement as a result of a Winback program;
- F. When the Customer moves from the two year term on Plan B Service to a one or three year term on SimpleOptions;
- G. When the Customer reduces their term monthly spend level on level during a billing cycle; or
- H. When the Customer has encountered extremely poor service, verified by higher management.