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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.8 FirmRate Advantage Plan, (Cont'd.)****3.8.3 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 Minimum Spend Level Guarantee times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

1. When the Customer disconnects its entire account; or
2. When the Customer selects a shorter term.

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

1. When the Customer's physical location changes, but the term plan is continued at the new location;
2. When the Customer negotiates the term plan for a longer term;
3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
4. When the Customer changes plan prior to 60 days of service;
5. When the Customer returns to the Company and the same term length agreement as a result of a Winback program; or
6. When the Customer moves from a one or three year term on FirmRate Advantage Plan to either a one or three year term on FirmRate Plus Plan or FlexDistance Plan.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.