

NY PSC Tariff No. 6 - TELEPHONE
PAETEC Communications, Inc.
Initial Effective Date: 10/9/2003

Section: 2 Leaf: 13
Revision: 0

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE (Cont'd)

Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitment. If no termination of subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.2.1 Termination Liability Charge

If a Subscriber terminates business network switched or dedicated services, to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the Subscriber shall pay to the Company an early termination liability charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate for the PaeTec service(s) or feature(s) multiplied by the number of months remaining in the contract term.

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