

Matrix Telecom, LLC
d/b/a Excel Telecommunications
P.S.C. No. 1 – Telephone
Effective: November 5, 2018

Leaf: 68
Revision: 0
Superseding Revision:

COMMERCIAL TELECOMMUNICATIONS SERVICES

SECTION 4. RATES (Cont'd)

4.12 Prime Business Select II (Cont'd)

4.12.2 Term Commitment Option (Cont'd)

B. Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

C. Termination Penalty

In the event Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.