

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

Leaf: 167
Revision: 0
Superseding Revision:

COMMERCIAL TELECOMMUNICATIONS SERVICES

SECTION 4. RATES (Cont'd.)

4.67 Hearth Products Association Dedicated Program

Hearth Products Association Dedicated Program is a dedicated outbound 1+, inbound and travel card telecommunications service offering. This service allows the Customer to place long distance calls between points within the State of New York. Customers must commit to a 12 Month Term Commitment Period and a minimum Monthly Usage Commitment Level. The Customer's Monthly Commitment Level is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges:

4.67.1 Per Minute Rates

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate (Min/Max)
12	\$2,500.00	\$0.0500/\$0.1000

4.67.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly 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 agreement signed by the Customer at the initiation of service.

4.67.3 Deficiency Charge

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