Status: CANCELLED Received: 10/09/2018 Effective Date: 11/05/2018

Matrix Telecom, LLC d/b/a Excel Telecommunications P.S.C. No. 1 – Telephone

Effective: November 5, 2018

Leaf: 274 Revision: 0 Superseding Revision:

#### COMMERCIAL TELECOMMUNICATIONS SERVICES

### SECTION 5. CONTRACT SERVICES (Cont'd.)

### 5.26 Prime Business Select II Dedicated Special Pricing - XIII

Prime Business Select II Dedicated Special Pricing - XIII is a dedicated outbound 1+ telecommunications service offering available only to business customers. Customers must commit to a 12-month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following

## **5.26.1** Per Minute Rates (Outbound and Inbound)

| Monthly Term | Monthly Usage Commitment | Per Minute                  |
|--------------|--------------------------|-----------------------------|
| Commitment   | Level                    | Rate                        |
| Period       |                          |                             |
| 12           | \$100,000.00             | MIN: \$0.0500 Max: \$0.1000 |

# **5.26.2** 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.

# **5.26.3** Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer 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 Monthly Usage Commitment Level and the 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.

#### **5.26.4** Billing Increments

Each direct-dialed call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

MIN: \$0.75 MAX: \$1.40 /per call charge

### **5.26.5** Directory Assistance