

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

Leaf: 220
Revision: 0
Superseding Revision:

COMMERCIAL TELECOMMUNICATIONS SERVICES

SECTION 4. RATES (Cont'd.)

4.88 Affinity Dedicated Program

Excel's Affinity Dedicated Program is intended for business Customers, who meet the Company's credit approval guidelines, for calling within New York. This program is promoted and sold only through designated agents and dealers of Excel.

Affinity Dedicated Program is a dedicated telecommunications service offering inbound, outbound and travel card services to business customers only. Dedicated facilities between the Customer's premises and the Company's terminal location(s) are required and will be at the Customer's expense. At the customer's request, the Company will install or arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Service orders are subject to network availability.

Customers subscribing to this service must commit to a minimum term of 12 months and a Monthly Usage Commitment of \$750 per full invoice period. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any full invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, 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 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.