

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

Leaf: 251
Revision: 0
Superseding Revision:

COMMERCIAL TELECOMMUNICATIONS SERVICES

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.10 975 Service Program (Cont'd)

5.10.4 Billing Increments: Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime 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 will be rounded up to the next whole cent.

5.10.5 Service Hours: Rates apply 24 hours a day, 7 days a week

5.10.6 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, 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.

5.10.7 Termination Penalty Charge:

In the event the Customer terminates service with the Company prior to the end of the 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 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.