

**West Safety Communications Inc.**  
New York PSC No. 1- Telephone  
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INTRASTATE COMMUNICATIONS SERVICES

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**SECTION 2 - REGULATIONS (CONT'D.)**

**2.9 Cancellation of Service/Termination Liability**

Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

**2.9.1 Termination Liability**

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A.** all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
- C.** ninety percent (90%) of the Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.
- D.** Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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