

Light Tower Fiber Long Island LLC  
d/b/a Lighttower Fiber Networks  
P.S.C. No. 1 – Communications  
Effective Date: March 29, 2013

Leaf No. 42  
Revision: 0  
Superseding revision:

- (A) If the interruption is for twenty-four (24) hours or less, no allowance will be made.
- (B) If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty-four (24) hour period and for each succeeding twenty-four (24) hour period or fraction thereof.

## 2.16 Early Termination Liability

2.16.1 If Customer discontinues Services or any part thereof provided under a term pricing plan prior to the completion of the term, Customer will be liable for an early Termination charge as follows:

- (A) Fifty percent (50%) of the remaining monthly payments for the remainder of the term, unless termination is for an upgrade of service on the channel or channels being terminated, in which case such Termination charge shall be waived.
- (B) One hundred percent (100%) of the Termination charges that apply for termination of facilities or services provided by a third party carrier which facilities were arranged for by the Company at the request of and on behalf of Customer.

2.16.2 All early termination liability set forth above is due and owing within thirty (30) days of termination of service.

2.16.3 Prior to the completion of the selected Service term plan, the Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan: (1) is for an equal or greater number of circuits than the number ordered originally, and (2) is greater in length than the number of months remaining on the original Service term. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

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