

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Access Services
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Section 9
Leaf No. 19
Revision: 0

9. AT&T DEDICATED ETHERNET SERVICE

9.7 Ethernet Payment Plan (EPP) (continued)

9.7.5 Termination Liability

Termination Liability will apply if the service is disconnected prior to the end of the selected EPP term. Termination Liability will be determined based on the number of months remaining in the EPP term times 50% of the applicable EPP monthly rates, calculated as follows:

$(\text{EPP Monthly Recurring Rate}) \times (\text{Months Remaining in EPP term}) \times (50\%) = \text{Termination Liability Charge}$

Example:

An AT&T Dedicated Ethernet Service Customer with a \$6,000.00 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year EPP Term. The termination liability charge would be calculated as:

$\$6,000 \times 12 \times .50 = \$36,000.00 = \text{Termination Liability}$

9.7.6 Expiration of EPP Term

When an EPP term or subsequent 12-month extension period expires, (and the Customer's term is not extended pursuant to the Auto Renewal option above), the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. An Administrative Charge is applicable when Customers select a new EPP term.

9.7.7 Term Extension

The Monthly Extension Rates (MER) will apply when a Customer's EPP term or subsequent 12-month extension period expires (and the Customer's term is not extended pursuant to the Auto Renewal option above). The Customer will be billed the MER rates then in effect until such time as the Customer selects a new EPP or the Service is terminated.

Issued by: Linda Guay, Director