

2.0 RULES AND REGULATIONS (continued)

2.2 Effective Date

The terms and conditions of this Tariff will apply to Customers whose service commences on or after the Effective date of this Tariff. All other terms and conditions of this Tariff will apply to all Customers for all Service provided by Company on and after the Effective date of this Tariff, regardless of when Service commenced.

2.3 Term and Termination

- A. The term commences on the Conversion Date.
- B. If the Customer terminates Service, or if the Company terminates Service for cause under this tariff, prior to the Customer's fulfillment of the term commitment, Customer shall pay termination charges equal to the amount of the monthly term discount times the number of months served under the contract (or fraction thereof) plus any termination charges paid to Customer's previous carrier by TeleQuality. The amount of the monthly term discount is defined as the difference between billed charges the customer would have paid in the absence of a term commitment (e.g., month-to-month service) less billed charges the customer actually paid under the term commitment. Such termination charges are in addition to any due but unpaid recurring and all unpaid nonrecurring charges, including any installation charges waived by TeleQuality. If termination is prior to installation of Service, termination charges shall be those reasonable costs incurred by TeleQuality through the date of termination

Issued: April 4, 2008

Issued by:

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Effective: May 19, 2008