



### **Downsize Services Without Incurring Early Termination Fees**

This Addendum amends and modifies the Telecommunications Account Agreement (TAA), Master Service Agreement (MSA) or Service Agreement (referred to herein as "Agreement") between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and Customer.

Notwithstanding the provisions of subsection (b) of Section 4 of the Terms and Conditions of the Agreement, in the event Customer no longer needs the Services covered under this Agreement at any one or more Service Locations, Customer may, upon forty-five (45) days written notice to TPx, terminate Services that are not needed and, except that Customer shall pay to TPx an amount equal to the tariffed Non-Recurring Charges for installation of Services to such affected Service Locations, other termination charges (except for any termination charges imposed on TPx by a provider of any underlying facilities) will not apply, provided that the total Monthly Recurring Charges covered under this Agreement at any time are not reduced by more than twenty percent (20%) below the greater of (i) the total Monthly Recurring Charges applicable to the Services installed at the commencement of this Agreement, or (ii) the total Monthly Recurring Charges applicable to the Services provided to Customer in any one of the then-preceding three (3) months. If the total Monthly Recurring Charges for Services falls below the eighty percent (80%) level, Customer shall pay the termination charges set forth in subsection (b) of Section 4 of the Terms and Conditions of the Agreement. In addition, Customer agrees that the ability to reduce services no longer needed and without termination charges shall not apply to any terminated services the Customer ports or transfers to a different service provider. In those cases, Customer shall be responsible for paying the termination charges.