

SECTION 9 - USE OF CUSTOMER'S SERVICE BY OTHERS (Cont.)

9.4 Transfers and Assignments

Neither MCImetro nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by MCImetro without the written consent of the other party, except that MCImetro may assign its rights and duties (a) to any subsidiary, parent company or affiliate of MCImetro, (b) pursuant to my sale or transfer of substantially all the assets of MCImetro; or (c) pursuant to any financing, merger or reorganization of MCImetro.

SECTION 10 - CANCELLATION OF SERVICE

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 7, preceding), Customer agrees to pay to MCImetro the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 6, preceding: all costs, fees and expenses reasonably incurred in connection with:

- 1) all Non-Recurring charges as specified in the MCImetro tariffs, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by MCImetro on behalf of Customer, plus
- 3) 65% of all Recurring Charges specified in the applicable MCImetro Access Transmission Services LLC Tariff for the balance of the then current term,