Early Termination Fee Clause

In the event that the client elects to terminate this agreement prior to the end of the contract term, the client shall be liable for their early termination penalties. All early termination fees shall become immediately due and payable upon the effective date of termination. The client must provide written intent to cancel and an end date for services. If the client chooses to migrate to the Keyvoice Hybrid Business Class VOIP platform, the Early Termination Fee Clause shall not apply and thus would be waived.

MRC Rate Differential Adjustment

In the event that the client terminates the agreement prior to the completion of the contract term, the client shall be responsible for paying 35% of the current monthly recurring charges multiplied by the number of remaining months in the contract.

Formula: Current Monthly Recurring Charge × 35%* × months remaining in contract

Equipment Rate Leased Differential Adjustment

Key will accept leased equipment returned in acceptable condition at no cost to the client. Damaged or non-functioning equipment will be subject to a damaged equipment return fee formulated as follows:

Formula for Returned Broken Device: Original price - credit for leased months paid

No Waiver

The enforcement of these penalties shall not constitute a waiver of any other rights or remedies available to the company under this agreement or applicable law.