

Broadvox-CLEC, LLC
Effective: August 9, 2012

New York PSC No. 3 – Access Service
Leaf: 14
Revision: 0
Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Terms and Conditions

- 2.5.1** Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2** At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3** If at any time there is a dispute between the parties regarding this tariff and performance hereunder, the parties agree that they will within ten (10) days following receipt of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and shall, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. Mediation shall be non-binding and shall be confidential. The parties shall refrain from court and arbitration proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. Each party shall be represented in the mediation by a person with authority to settle the dispute. If the parties are unable to resolve the dispute in good faith within six (6) months of the date of the initial demand by either party for such fact finding shall be finally determined by the arbitration procedures set forth below.
- 2.5.4** Each party agrees to submit any and all disputes concerning this tariff, including without limitation its interpretation, enforcement and performance, if not resolved between the parties through their best efforts, to the American Arbitration Association ("AAA") for binding arbitration, in accordance with its Commercial Rules of dispute resolution. The arbitrator shall be empowered to determine the arbitrability of the dispute. The arbitrator is not empowered to award damages in excess of compensatory damages as set forth in this Agreement. Both parties shall equally share the fees of the arbitrator(s). Except as otherwise stated in this tariff, any and all disputes required to be submitted to mandatory arbitration shall be so submitted within one (1) year from the date the dispute first arose or shall be forever barred.

By: Kyle V. Bertrand, Vice President of Network Operations
75 Erieview Plaza, Suite 400
Cleveland, Ohio 44114

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