

XAND CLEC, LLC
NY P.S.C. Tariff No. 1 - Telephone
Initial Effective Date: October 31, 2012

Leaf No. 25
Revision: 0
Superseding Revision:

3. RULES AND REGULATION

3.1 Undertaking of the Company.

- 3.1.1. Scope.** The Company undertakes to provide the Services in accordance with the terms and conditions set forth in this Tariff. The Services are furnished for communications originating and terminating at points within the State of New York.
- 3.1.2. Provision of Customer Equipment.** Customer-Provided Equipment may be used with the Services. The Company does not provide such equipment.
- 3.1.3. Agency.** The Company may act as an agent for the Customer in connection with the implementation and maintenance of the Services.
- 3.1.4. Routing.** The Company will maintain sole and absolute discretion over the routing of Calls originated by the Customer pursuant to this Tariff and the channels and/or service components used to provide the Services. The Company will maintain sole and absolute discretion over the selection of the Underlying Carrier over whose network Calls originated by the Customer pursuant to this Tariff will be carried and will be under no obligation to notify End Users of any change in the Underlying Carrier.
- 3.1.5. Minimum Call Completion Rate.** The Customer can expect a Call completion rate (*e.g.*, number of Calls completed/number of Calls attempted) of not less than ninety percent (90%) during peak use periods.

3.2 Limitations.

- 3.2.1. Availability of Services.** The Services are offered subject to the availability of facilities and under the terms and conditions contained in this Tariff. The Company's obligation to furnish the Services is dependent upon its ability to obtain, retain and maintain without unreasonable expense access to suitable facilities, including service arrangements with Underlying Carriers, and is subject to transmission, atmospheric and like limitations. The Services may be temporarily refused or limited due to limitations in system capacity or to other circumstances beyond the Company's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, or similar activities necessary for the proper or improved operation of the Services.

Issued By: President, 11 Skyline Drive, Hawthorne, NY 10532