

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

**Leaf No. 50**  
**Revision: 0**  
**Superseding Revision:**

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**3. RULES AND REGULATION (CONT'D)**

**3.13 Rendering and Payment of Bills. (Cont'd)**

**3.13.9. Exceptions to Credit Allowances.** No credit allowance will be made for the following:

- (1) Interruptions caused by the negligence of the Customer, user or others.
- (2) Interruptions due to the failure of equipment or systems provided by others.
- (3) Interruptions during any period in which the Company is not afforded access to the premises where a circuit is terminated.
- (4) Interruptions during any period when the Customer or user has released a circuit or arrangement to the Company for maintenance purposes, to make rearrangements, or for the implementation of a Customer Order for a change or rearrangement.
- (5) Interruptions which continue because of the failure of the Customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh (7th) day after receipt of the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.
- (6) Periods when the Customer elects not to release the circuit or arrangement for testing and/or repair and continues to use it on an impaired basis.

**3.13.10. Pro-Rated Charges.** When the billing date and the date that the Services are started, changed, or discontinued do not coincide, Monthly Recurring Charges will be adjusted to reflect the fractional part of the month involved unless the Customer has committed to a Minimum Payment Period.

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