

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

**Leaf No. 49**  
**Revision: 0**  
**Superseding Revision:**

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

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

**3.13.7. Billing Entity Conditions.** If billing functions are performed on behalf of the Company by LECs, credit card companies or others, the payment conditions and regulations of such billing entities apply, including any applicable interest and/or late payment charge conditions.

**3.13.8. Credit Allowance.** Subject to Sections 3.2, 3.3 and 3.7, the Customer will receive a credit allowance for any portion of a Call which is interrupted due to poor transmission, one-way transmission or involuntary disconnection in an amount equal to charges assessed for the period in which the Call was interrupted.

For purposes of calculating credit allowances with respect to interruption of Private Line Services, every month is considered to have thirty (30) days. A credit allowance is dependent upon the length of the interruption. The credit allowance for a circuit is determined in the following manner. When a DS-0, DS-1 or DS-3 Service circuit fails through the fault of the Company, the subscriber will qualify for a refund on the next month's bill. The refund will be a percentage of the monthly charge. Credits per interruption are as follows:

<u>Interruption Period</u>	<u>Applicable Credit</u>
Less than 30 minutes	None
Over 30 minutes up to less than 2 hours	10% of Monthly Charge
2 hours up to and including 4 consecutive 24-hour periods	35% of Monthly Charge
Over 4 consecutive 24-hours periods	100% of Monthly Charge

In any month as a result of interruption, the total credit of interrupted service may not exceed 100% of the Monthly Charge.

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