

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

Leaf No. 35
Revision: 0
Superseding Revision:

3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.11. Implied License. No license under patents, copyrights, trademarks, or trade secrets is granted to Customer by Company, or shall be implied or arise by estoppel, with respect to the Services.

3.4 Transfer or Assignment of Service. The Customer may transfer or assign the right to receive the Service under this Tariff, including the right to use any associated telephone number(s), to a new Customer, provided that (1) the Customer notifies the Company in writing of the proposed transfer or assignment to the new Customer and the, date upon which the transfer or assignment will become effective, (2) the new Customer notifies the Company in writing, prior to the proposed effective date of the transfer or assignment, that the new Customer agrees to assume all obligations of the Customer as of the time of transfer or assignment proposed by the Customer, including (i) all outstanding indebtedness for the Service or otherwise provided under this Tariff up to and including the date of transfer or assignment, (ii) the unexpired portion of any applicable Minimum Payment Period(s) undertaken by the Customer, (iii) the unexpired portion of any term of Service and usage and/or revenue commitments, and (iv) any applicable termination liabilities, and (3) the Company approves the transfer or assignment.

The transfer or assignment does not relieve or discharge the Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. Neither the Customer nor the new Customer will obtain a property right or interest in the use of any specific type of facility, Service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

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