

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

Leaf No. 32
Revision: 0
Superseding Revision:

3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.4. Customer Premises/Customer-Provided Equipment. (Cont'd)

The Company shall not be responsible for the installation, operation or maintenance of any Customer-Provided Equipment Where Customer-Provided Equipment is used in conjunction with the Services, the responsibility of the Company shall be limited to the furnishing, and the maintenance and operation in the proper manner, of the Services, and shall not include responsibility for the quality of, or defects in, the signal that are caused by the Customer-Provided Equipment. Subject to the above, the Company shall not be responsible for the through transmission of signals generated by, the reception of signals by, or network control signaling where such signaling is performed by Customer-Provided Equipment.

3.3.5. Force Majeure. The Company shall not liable for any failure of performance here under due to causes beyond its control, including, but not limited to: unavoidable interruption in the working of transmission facilities; acts of nature; storms, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or, notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

3.3.6. Notice. Notwithstanding anything to the contrary set forth in this Section 3.3, the Company shall not be liable for damages or be obligated to provide any credit allowance unless the Customer has notified the Company of the basis of any claim for damages or credit allowance within thirty (30) calendar days after an invoice is rendered or a debit is effected by the Company for the Services or the Call giving rise to such claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. Usage discounts will be adjusted based on total usage after all credits or adjustments have been applied.

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