

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

**Leaf No. 62**  
**Revision: 0**  
**Superseding Revision:**

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

**3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.**  
**(Cont'd)**

**3.18.1. Termination Liability. (Cont'd)**

Option 2

For disconnects on or prior to the end of the minimum period and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full monthly rates and the discounted monthly rates for the period the service has been in effect. For disconnects after the minimum period but prior to the end of the selected commitment period and for cancellations of the Service discount plan prior to the end of the selected commitment period, one of the following formulae applies:

- a. Where there is no Service discount plan period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full monthly rates and the discounted monthly rates for the Period the service has been effect.
- b. Where there is a Service discount plan period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rates for the highest Service discount plan period that could have been satisfied prior to disconnection of the service or cancellation of the plan and the monthly rates for the selected commitment period multiplied by the actual number of months the service has been in effect. For example, if a Customer has a 60-month plan and disconnects a DS-1 service after forty months, the highest Service discount plan that could have been satisfied is 36-months. To determine the termination liability charge, the monthly rate for the 60-month plan is subtracted from the monthly rate for the 36-month plan and the difference is multiplied by the forty months that the service had been in effect.

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