

Mosaic NetworX LLC  
Effective: May 18, 2011

New York PSC No. 2  
Original Leaf No. 27  
Revision 0  
Superseding Revision:

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.10 Billing and Payment For Service (Cont'd.)

#### 2.10.3 Payment for Service (Cont'd.)

- I. The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to backbill for usage within two (2) years of the date upon which service was provided.

#### 2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefor. All claims must be submitted to the Company within thirty (30) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff.
- B. Customer shall pay any disputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for disputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this Tariff, including refusal to pay for services originating from or terminating to any Company End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

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