

TERMS & CONDITIONS DOCUMENT

Section 10 - Continuity of Service

10.1 Notice of Service Interruption

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

10.2 Credit for Service Interruption

Interruptions in service other than interruptions under Section 10.3, which are not due to the willful act or negligence of, or non-compliance with the provisions of this document by, the Customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer for the part of the service that the interruption affects.

A pro rata adjustment of the Monthly Recurring Charges subject to the interruption will be allowed for the Services or facilities rendered useless and inoperative by reason of interruption whenever said interruption continues for a period of 1 hour or more from the time the interruption is reported to or known to exist by Company, except as specified below. Interruptions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on a future bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the company. An interruption period ends when the affected line and/or associated station equipment is fully operative. If Customer discontinues service and carries no outstanding balance, a refund will be made to Customer instead of a credit.

If the Customer reports a Service or facility to be Out of Service but declines to release it for testing or repair, it is considered to be impaired, but not interrupted and no credit shall be due.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for interruptions that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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Section 10 - Continuity of Service (cont'd)

10.2 Credit for Service interruption (cont'd)

10.2.1 Interruption of 24 Hours or Less — Portion of Daily Per Line Monthly Recurring Charge

Length of Service Interruption Credit

Less than 4 hours:	None
4 hours up to but not including 8 hours:	¼ day
8 hours up to but not including 12 hours:	½ day
12 hours up to but not including 16 hours:	¾ day
16 hours up to but not including 24 hours:	One day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

10.2.2 Interruptions over 24 Hours

Service interruptions over 24 hours will be credited 4 hours for each 4-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

10.2.3 Should the Customer elect to use an alternative Service provided by Company during the period that a Service is interrupted, the Customer will be responsible for the payment of applicable charges associated with the alternative service.

10.3 Limitation Allowances

No credit allowance will be made for:

10.3.1 Interruptions due to the willful misconduct or negligence of, or non-compliance with the provisions of this document by any person or other common carrier providing service connected to the service of the Company;

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Section 10 - Continuity of Service (cont'd)

10.3 Limitation Allowances (cont'd)

- 10.3.2** Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- 10.3.3** Interruptions of service during any period in which the Company is not given access to the premises or equipment at which the Company provided service is interrupted or terminated.
- 10.3.4** Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- 10.3.5** Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- 10.3.6** Interruptions of Service during any period in which the Company is not given full notice and/or free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- 10.3.7** Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis.