NETWORK SERVICES

5. REGULATIONS

5.1 Undertaking of the Company

Network Services consist of furnishing dedicated communications service in connection with one-way and/or two-way information transmission originating from points within the Baltimore metropolitan area.

5.1.2 Shortage of Equipment or Facilities

5.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

5.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

5.1.3 Liability of the Company

5.1.3.1 Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, condi-

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.3 Liability of the Company (Cont'd)

5.1.3.1 (Cont'd)
tions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

5.1.3.2 The liability of the Company for damages arising out of the furnishing of Network services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in 5.6. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

5.1.3.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.3 Liabilitv of the Companv (Cont'd)

5.1.3.3 (Cont'd)

government,including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments. or of any civil or military authority; national emergencies; insurrections; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

5.1.3.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with Network Services the Company offers.

5.1.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

5.1.3.6 The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.3 Liability of the Company (Cont'd)

5.1.3.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this section 5.1.3.7 as a condition precedent to such installations.

5.1.3.8 The Company is not liable for any defacement of or damage to the premises of a customer of a customer (authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.3 Liability of the Company (Cont'd)

5.1.3.9 The Company shall be indemnified, defended held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications.

5.1.4 Claims

The customer and any authorized or joint users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or infringement arising from the use of the service; and from claims, loss, damage, expense, or liability for patent infringement arising from (1) combining with, or using in connection with, facilities the Company furnished, facilities the customer, authorized user, or joint user furnished, or (2) use of facilities the Company furnished. in a manner the Company did not contemplate and over which the claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the customer, authorized user or joint user, at its option and expense, shall obtain immediately a dismissal or stay or such

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.4 Claims (Cont'd)

injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such infringement. In addition and without limitation, the customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.

5.1.5 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer' to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

5.1.6.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.6. Provisions of Equipment and Facilities

5.1.6.1 The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.

5.1.6.2 The Company undertakes to use reasonable efforts to maintain only facilities and - equipment that it furnishes to the customer. The customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise meddle with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

5.1.6.3 Equipment the company provides or installs at the customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

5.1.6.4 The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer, joint user, or authorized user when the service difficulty or trouble report results

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company (Cont'd)

5.1.6 Provisions of Equipment and Facilities (Cont'd)

5.1.6.4 (Cont'd)
from the use of equipment or facilities the customer, joint user, or authorized user provided.

5.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by customerprovided equipment.

5.1.7 Nonroutine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company(Cont'd)

5.1.7. Nonroutine Installation (Cont'd)

hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

5.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

(a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

(b) of a type other than that which the Company would normally utilize in the furnishing of its services;

(c) over a route other than that which the Company would normally utilize in the furnishing of its services;

(d) in a quantity greater than that which company would normally construct;

(e) on an expedited basis;

(f) on a temporary basis until permanent facilities are available;

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.1 Undertaking of the Company(Cont'd)

5.1.8 Special Construction (Cont'd)

(g) involving abnormal costs; or

(h) in advance of its normal construction.

Special construction charges will be determined as described in 7.1 following.

5.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the company, its agents or contractors.

5.2 Prohibited Uses

5.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.

5.2.3 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.2 Prohibited Uses (Cont'd)

5.2.4 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

5.3 Obligations of the Customer

5.3.1 The customer shall be responsible for:

(a) The payment of all applicable charges as set forth in this tariff;

(b) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer, authorized user, or joint user or the noncompliance by the customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;

(c) Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.3 Obligations of the Customer(Cont'd)

5.3.1 (Cont'd)

provide Network Services to the customer, authorized user, or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the customer, authorized user, or joint user is placed is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described in 5.3.1(c) preceding. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The company may require, the customer to demonstrate its compliance with this section 5.3.1(c) prior to accepting an order for service;

(e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which
Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the company's opinion, injury or damage to

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.3 Obligations of the Customer(Cont'd)

5. 3. 1 (Cont'd)

the Company employees or property might result from installation or maintenance by the Company;

(f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible under section 5.3.1(d); and obtaining permission for Company agents or employees to enter the premises of the customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(g) Except as provided in Section 5.6.1, making company facilities and equipment available periodically for Company-initiated maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes; and

(h) Keeping the Company's equipment and facilities located on the customer's premise or rights-of-way obtained by the customer

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.3 Obligations of the Customer (Cont'd)

5.3.1 (Cont'd)

(h) free and clear of any liens or encumbrances relating to the customer's use of the Company's services or from the location of such equipment and facilities.

5.4 Customer Equipment and Channels

5.4.1 In General

A customer may transmit or receive information or signals via the facilities of the company.

5.4.2 Station Equipment

5.4.2.1 Customer provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user.

5.4.2.2 The customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.4 Customer Equipment and Channels (Cont'd)

5.4.2 Station Equipment(Cont'd)

5.4.2.2 (Cont'd)

persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the company at the customer's expense.

5.4.3 Interconnection of Facilities

5.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the customer's expense.

5.4.3.2 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

5.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.4 Customer Equipment and Channels(Cont'd)

5.4.5 Inspections

5.4.5.1 Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in sections 5.4.2 and 5.4.4 for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

5.4.5.2 If the protective requirements for customerprovided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving, this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements

5.5.1 Payment for Service

The customer is responsible for the payment of all charges for facilities and services furnished to the customer or to authorized or joint users.

5.5.1.1 Taxes

The customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (excluding gross receipts taxes and taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

5.5.2 Billing and Collection of Charges

The customer is responsible for payment of all charges incurred by the customer or users for services and facilities furnished to the customer by the Company.

5.5.2.1 Non-recurring installation charges are due and payable upon presentment of an invoice to the customer.

5.5.2.2 Recurring charges are due and payable upon presentment of an invoice to the customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill.

5.5.2.3 Billing starts on the day after the Company notifies the customer the service or facility is available for use. Billing accrues

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.2 Billing and Collection of Charges(Cont'd)

5.5.2.3 (Cont'd)

through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes (other than gross receipts taxes) will be separately stated on customer's bill.

5.5.2.4 If any portion of the payment is received by the Company after the payment date as set forth in 5.5.2.1 and 5.5.2.2 preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lessor of:

(a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company; or

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.2 Billing and Collection of Charges (Cont'd)

5.5.2.4 (Cont'd)

(b) 0.000493 per day (18% per annum), compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.

5.5.3 Advance Payments

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set-between the Company and the customer. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

5.5.4 Deposits

5.5.4.1 Each applicant for service may be required to establish credit. To safeguard its interests, before a service or facility is furnished to a customer whose credit has not been duly established to the sole and exclusive satisfaction of the Company, the Company

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.4 Deposits (Cont'd)

5.5.4.1 (Cont'd)

may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(a) two month's charges for a service or facility which has a minimum payment period of one month; or

(b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month;

except that the deposit may include an additional amount in the event that a termination charge is applicable.

5.5.4.2 A deposit may be required in addition to an advance payment.

5.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.4 Deposits (Cont'd)

5.5.4.4 Deposits held will accrue interest at a rate specified by the Public Service commission.

5.5.5 Discontinuance of Service

5.5-5.1 Upon nonpayment of any charges or deposits owing to the company, the Company, after complying with the procedures described in 5.5.2, may, by giving ten days' prior written notice to the customer, discontinue or suspend service under this tariff without incurring any liability.

5.5.5.2 Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company may, by giving 30 days' prior notice in writing to the customer, discontinue or suspend service under this tariff without incurring any liability.

5.5.5.3 Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service under this tariff without incurring any liability.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.5 Discontinuance of Service(Cont'd)

5.5.5.4 Upon the customer's filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

5.5.5.5 Upon the Company's discontinuance of service to the customer under section 5.5.5.1 or 5.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the minimum term for which such services would have otherwise been provided to the customer to be immediately due and payable (discounted to present value at six percent).

5.5.6 Fractional Charges

5.5.6.1 Monthly Service

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.7 Cancellation of Application for Service

5.5.7.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

5.5.7.2 Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun (all discounted to present value at six percent).

5.5.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.5 Payment Arrangements (Cont'd)

5.5.7 Cancellation of Application for Service(Cont'd)

5.5.7.3 (Cont'd)

expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

5.5.7.4 The special charges described in 5.5.7.1 through 5.5.7.3 will be calculated and applied on a case-by-case basis.

5.6 Allowances for Interrupt in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the customer or of an authorized or joint user, or 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 as set forth in 5.6.1 for the part of the service that the interruption affects.

5.6.1 Credit for Interruptions

5.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this tariff. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.6 Allowances for Interruptions in Service (Cont'd)

5.6.1 Credit for Interruptions

5.6.1.1 (Cont'd)

service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

5.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates 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.

5.6.1.3 A credit allowance will be given for interruptions of 60 minutes or more. Credit allowances shall be calculated as follows:

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.6 Allowances for Interruptions in Service (Cont'd)

5.6.1 Credit for Interruptions(Cont'd)

5.6.1.3 (Cont'd)

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 60 minutes	None
60 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but-not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 60 minutes or more during any one 24-hour period shall be considered as one interruption. In no event shall such interruption credits exceed one day in any 24-hour period.

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NETWORK SERVICES

5. REGULATIONS (Cont.)

5.6 Allowances for Interruptions in Service (Cont'd)

5.6.1 Credit for Interruptions (Cont'd)

5.6.1.3 (Cont'd)

Interruptions Over 24 Hours Interruptions over 24 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

5.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(b) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, authorized user, joint user, or other common carrier providing service connected to the Network Service of the Company;

(c) Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;

(d) Interruptions of service that occur or continue due to the customer's failure to Authorize replacement of any element of special construction; and

NETWORK SERVICES

5. REGULATIONS (Cont.)

5.6 Allowances for Interruptions in Service(Cont'd)

5.6.2 Limitations on Allowances(Cont'd)

(e) 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.

5.7 Joint Use Arrangements

5.7.1 Joint use arrangements will be permitted for all Network Services offered pursuant to this tariff.

5.7.2 From each joint use arrangement, one member will be designated to be the customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this customer. Without affecting a customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.