

GENERAL TERMS AND CONDITIONS

A. TERMS AND CONDITIONS

1. Contracts or Agreements

Company will offer Contract Service Arrangements to meet the diverse communications needs of Company's Customers. All terms and conditions as specified in this Product Guide will apply unless otherwise specified in the contract between Company and Customer.

2. Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment. Such terminal equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment is used, it shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

3. Inspection, Testing and Adjustments

- a. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether Product Guide requirements are being complied with in the installation, operation, and maintenance of Customer's or Company's equipment. Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- b. Upon reasonable notice, the facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.
- c. Company shall not be liable to Customer for any damages for service interruption pursuant to this Product Guide.

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A. TERMS AND CONDITIONS (Cont'd)

4. Interruption of Service

- a. It shall be the obligation of Customer to notify Company of any interruption of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Company. Company's liability for service interruption is limited according to the provisions of Part A of this Product Guide.
- b. When service is interrupted for four hours or more, Company will, upon request by Customer, issue a credit computed as set forth below, provided such interruption is not determined by Company to have been caused by the negligence or willful action of Customer, or any other person at Customer's terminal location, or by the failure of Customer's equipment or power supply.
- c. Credit is computed by multiplying the monthly rate for service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have 720 hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- d. An interruption is measured from the time Company detects trouble or Customer notifies Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of service of less than four hours. The credit for a billing period shall not exceed the monthly rate.

5. Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company has in its discretion determined (subject to applicable law) to provide services, and where Company is authorized to provide services. Provision of services offered under Part E this Product Guide is subject to availability.

6. Special Construction

The terms and conditions, rates and charges for special construction are set forth in contracts between Company and Customer and apply in instances where substantial construction costs with no foreseeable reuse of facilities is forecast. The special construction rates and charges are in addition to the terms and conditions, rates and charges specified in Part E of this Product Guide.