## DeltaCom, Inc. d/b/a EarthLink Business

PSC No. 1 – Telephone

Effective Date: September 13, 2012

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## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

## 2.11 Interruption of Service

- 2.11.1 The Customer shall notify the Company immediately in the event of any interruption in Service and shall assist the Company in restoring the Service. The Customer shall notify the Company immediately of its desire to receive a credit allowance for such interruption. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.11.2 No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in Section 2.18.
- 2.11.3 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.11.4 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.11.5 The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.11.6 This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

Credit = 
$$\frac{A}{720}$$
 x B

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.