

PSC NO. 5 TELEPHONE
Broadwing Communications LLC
Initial Effective Date: June 17, 2006

Section 2 Leaf: 23
Revision 0
Superseding Revision 0

SECTION 2: REGULATIONS

2.7 Allowances for Interruptions 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 the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- A) Focal will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in Focal's facility. Focal will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in Focal's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of Focal's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Focal equipment or systems; (iii) circumstances or causes beyond the control of Focal; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords Focal full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
- C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall Focal be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any Focal service, equipment, facilities, person or system provided or utilized under this Agreement.
- D) A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Issued by: Daniel E. Meldazis, Director - Regulatory Affairs, Chicago, Illinois 60601