

CROSS RIVER FIBER LLC
P.S.C. No. 1 TELECOMMUNICATIONS
Effective Date: 10/29/2015

Leaf: 29
Revision: 0
Superseding revision: -

Interruption of 24 hours or less

Interruption Period to be Credited

Fewer than 8 hours

none

8 hours and more

1 day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours:

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

- 13.3 Outage Credits shall not be granted if the Outage is due to a problem or defect in Customer's facilities or equipment, or its agents' or contractors' facilities or equipment, nor shall Outage Credits be granted if an Outage is caused by Customer, its employees, agents or contractors.
- 13.4 Except as otherwise provided in the Service Order, all Outage Credits shall be credited on the next monthly invoice for the affected Service(s) or portion thereof after receipt of Customer's request for credit. In no event shall the total of all Outage Credits applicable to or accruing in any given month exceed the amount payable by Customer to Cross River Fiber LLC for such monthly Service(s).
- 13.5 The Outage Credit described in this Section shall be the sole and exclusive remedy of Customer in the event of any Outage. Under no circumstance shall an Outage be deemed an Event of Default under this Tariff or a Service Order.
- 13.6 If an Outage continues for a consecutive period of thirty (30) days or more, following notice to the Company, Customer may, upon ten (10) days written notice, elect to terminate the affected Service(s) or portion thereof under the applicable Service Order without further liability to either Party, except for charges incurred by Customer prior to termination, provided that the Outage is not cured within such ten (10) day period.