

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

Leaf: 28
Revision: 0
Superseding revision: -

13.0 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- 13.1 Cross River Fiber LLC warrants that the Service(s) will be provided and will operate in accordance with current prevailing telecommunications industry standards.
- 13.2 Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time when the Service(s) or a portion of the Service(s) may not be 'available' (hereafter an 'Outage'). In such instance the Customer shall call an assigned toll free number with an authorization number and shall identify himself/herself as having the requisite authority to request assistance. Technicians will then be dispatched and shall arrive within two hours of the initial call. Fibers at the Customer's facility will be tested and a determination of Fiber break/non-performance will be established as specified in the Service Order form. If Fibers are determined to be operating at levels less than specified in the Service Order form, technicians will continue to work with the Customer to reestablish Service Order standards. The Customer understands and acknowledges that Fiber break/non-performance can be due to an act of nature, which would prohibit Company technicians from accessing Fiber for repair until deemed safe by fire, police or other safety officials. In the event Fibers are deemed to be operational upon testing in accordance with the standards set forth on the Service Order form, the Customer will be permitted an allowance of one call free of charge during the Lease Term. Additional calls which result in Fiber testing as specified in the Service Order will be charged to the Customer at the rate of \$3,500.00 per call. In the event of an Outage, Customer shall be entitled to a credit (the 'Outage Credit') which shall be calculated as set forth below. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to Cross River Fiber LLC, or, when indicated by network control information actually known to Cross River Fiber LLC network personnel, whichever is earlier. Each Outage shall be deemed to terminate upon restoration of the affected Service(s) as evidenced by appropriate network tests by Cross River Fiber LLC. Cross River Fiber LLC shall give reasonable notice to Customer of any scheduled maintenance, and Customer acknowledges and agrees that any such scheduled maintenance shall under no circumstance be deemed as an Outage hereunder.