

Magna5 LLC
New York P.S.C. No. 1 - Telephone
Effective: November 25, 2016

Original Sheet No. 28
Revision 0
Superseding Revision 0

Switched Access Tariff

REGULATIONS, Continued

2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE

2.7.1. Credit allowance will be made for any interruption in Incidental Service, including, but not limited to, the following:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) calendar days of the date that service was affected.

2.7.2. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

Issued by:

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