

Birch Communications of the Northeast, Inc.
d/b/a Birch
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ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Allowances for Interruptions in Service (Cont'd.)

2.20.2 Limitations of Allowances

A. No credit allowance will be made for any interruption in service:

- (1) 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;
- (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (3) due to circumstances or causes beyond the reasonable control of the Company;
- (4) 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;
- (5) 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;
- (6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (7) that was not reported to the Company within 30 days of the date that service was affected.
- (8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 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: Gordon P. Williams, Jr., Senior Vice President & General Counsel