

Light Tower Fiber Long Island LLC
d/b/a Lighttower Fiber Networks
P.S.C. No. 1 – Communications
Effective Date: March 29, 2013

Leaf No. 41
Revision: 0
Superseding revision:

- (D) During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- (E) 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; or
- (F) That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- (G) That occurs when the Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- (H) For the unlawful or improper use of the facilities or Service.

2.15.3 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.

2.15.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- (B) For calculating allowances, every month is considered to have thirty (30) days.

2.15.5 Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

Issued By: Leslie Brown, Vice President and Deputy General Counsel
80 Central Street
Boxborough, MA 01719