

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. 40  
Revision: 0  
Superseding revision:

## 2.15 Interruptions of Service

### 2.15.1 General

- (A) The Company may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life health, safety or substantial property damage; or for reasons of local, State, or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide oral or written notification to affected Customers.
- (B) It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- (C) A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- (D) If the Customer reports to the Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Company to be impaired.
- (E) The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.

### 2.15.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- (B) Due to the malfunction of Customer-owned telephone equipment; or
- (C) Due to Force Majeure; or

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