

Berkshire Cable Corporation  
d/b/a FairPoint Long Distance  
PSC No. 1 - Telephone  
Effective Date: April 16, 2013

Leaf 18  
Revision 0  
Superseding Revision:

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MESSAGE TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Charges and Payments for Service or Facilities, (Cont'd.)

2.5.7 Credit Allowances/Service Interruptions

- A. Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- B. Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- C. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer or in wiring or equipment connected to the Customer's terminal.
- D. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section
- E. In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

A period of time less than twenty-four (24) hours shall not be credited, but an additional period of twelve (12) hours or more shall be considered an additional day. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of non-continuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

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