

Issued: June 30, 2008

Effective: July 1, 2008

TERMS AND CONDITIONS
OF
INTRASTATE LONG DISTANCE SERVICES
PROVIDED BY
tw telecom of north carolina l.p.

This document contains the rules and regulations applicable to the furnishing of intrastate resale long distance telecommunications services provided by **tw telecom of north carolina l.p.** within the state of North Carolina. This document is available on the Company's Internet website at www.twtelecom.com and at the Company's places of business.

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CHECK SHEET

Pages indicated below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Terms and Conditions and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
Title	Original	*				
1	Original	*				
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DOCUMENT FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the North Carolina Utilities Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheet – Each time this document is revised, an updated Check Sheet will be issued. The Check Sheet lists the pages contained in this document, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Business Line Termination - For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

Commission - North Carolina Utilities Commission.

Company or Carrier - **tw telecom of north carolina l.p.**, unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Terms and Conditions of service and all applicable Price List(s).

Dedicated Access - See Special Access.

Dedicated Long Distance - The direct dial service over the Company's carrier's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

End User - Any person, firm, corporation, partnership or other entity which uses the Company's services under the rules and regulations of this document and all applicable Price Lists. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Equal Access - The ability of the Company to serve End Users on a pre-subscribed basis rather than through the use of dial access codes.

Holidays - Holidays observed by the Company as specified in this document.

Integrated Business Line Service - Service provided to Customers that allows the grouping of rate components to meet a Customer's specific needs.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Premises - A building or buildings on contiguous property.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this document and all applicable Price Lists.

Switched Services - Services provided to Customers that utilize the Company's switching equipment or Access Service for the origination of interLATA toll calls.

Switchless Services - Services provided to Customers that utilize another carriers' switching equipment or Access Service for the origination of interLATA toll calls.

Issued: June 30, 2008

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company is a resale common carrier providing interLATA long distance telecommunications services within the North Carolina. The service would either be provided via a switched or switchless environment.

Service is provided twenty-four (24) hours per day, seven (7) days a week.

2.2 Limitations

2.2.1 Pre-subscribed Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this document and all applicable Price Lists.

2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this document and all applicable Price Lists, or in violation of the law.

2.2.4 The Company will not be liable for errors in transmission or for failure to establish connections.

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

2.3 Use

Services provided under this document and all Company price lists may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 No liability of any nature whatsoever shall attach to the Company or any other common carrier that furnishes any portion of the Company's service for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents or employees in the course of establishing, furnishing, rearranging, moving, terminating, or changing service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities).

In no event shall the Company, or any other common carrier that furnished any portion of the service that the Company provides to end users, be liable for any incidental, indirect, special or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.4.2 When the services or facilities of other companies are used separately or in conjunction with the Company's facilities in establishing connection to points not reached by the Company's facilities, the Company shall not be liable for any act or omission of such other companies or their agents or employees. This includes the provision of a signaling system database by another company.

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

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.3 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.4.4 The Company shall not be liable for any interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or customers, or by facilities or equipment provided by the Customer.
- 2.4.5 The Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities;
 - B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

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

2.5 Terminal Equipment

This service must be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this document or in the Company's applicable Price Lists.

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Effective: July 1, 2008

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

2.7 Payment and Credit Regulations

2.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for long distance services furnished to the Customer by the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this document and in the Company's applicable Price Lists.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.

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

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.2 Deposits

The Company, to safeguard its interests, will require a Customer to make a cash deposit, or to post a bond, prior to the provision of long distance service, to be held by the Company as guarantee for payment of future charges.

Deposits will not be requested based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

A cash deposit may not exceed the estimated charges applicable to a two month period of service. The payment of a cash deposit in no way relieves the Customer from complying with the Company's requirement for the prompt payment of bills.

After the Customer has established a twelve-month prompt payment record, the cash deposit will be refunded or credited to the Customer's account at the Customer's written request. Should the Customer's service be terminated prior to the completion of the term of the contract, the amount of the cash deposit will be forfeited.

The Company retains the right to assess additional cash deposit amounts should the Customer's billing history prove to be greater than originally estimated. Should a Customer fail to pay the additional amount, service could be terminated at the discretion of the Company.

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

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.2 Deposits, (Cont'd.)

The Company, when a Customer is terminating service before completion of the contract term, may apply the deposit to the satisfaction of overdue charges.

During the full contract period when the cash deposit is held, if required by the Commission, simple annual interest will be added to the cash deposit amount collected. The rate of interest accrued will be based on identified Commission guidelines. Interest will be paid until the cash deposit is credited to the Customer's account or is refunded by the Company.

2.7.3 Advance Payments

No advance payment is required.

2.7.4 Taxes

The Company will bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, and Municipal Taxes.

Issued: June 30, 2008

Effective: July 1, 2008

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

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.5 Late Payment Charge and Cost of Collection

A late fee of 1.0% per month will be charged on any company billed past due balance not received within 25 days of the billing date.

2.7.6 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to North Carolina law and North Carolina Utility Commission regulations.

2.8 Cancellation of Service by Customer

Customer may cancel service by providing 30 days written notice to the Company. If the Customer terminates service prior to completion of the term, the Customer will be liable for charges for the balance of the term based on an average of all previous months' usage. If the Customer's service is terminated prior to the completion of the term shown above, the amount of the cash deposit for long distance service will be applied to termination charges.

2.9 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's long distance service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Issued: June 30, 2008

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

2.10 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions and in accordance with North Carolina Utility Commission Rules. Unless otherwise stated, the Customer will be given five (5) day's written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

1. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
2. For the use of service for any other property or purpose other than that described in the application.
3. For failure to meet the Company's credit requirements.
4. For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
5. For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
6. For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases under NCUC Rule R12-8.

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

2.10 Refusal or Discontinuance by Company, (Cont'd.)

7. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
8. Without notice in the event of tampering with the equipment furnished and owned by the Company.
9. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use.
10. For failure of the Customer to make proper application for service.
11. For Customer's breach of the contract for service between the Company and the Customer.
12. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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

2.12 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Such promotions will be filed in the Company's applicable Price List(s) on not less than thirty (30) days notice.

2.13 Credit Allowances for Interruption of Service

Credit allowance for service interruptions is limited to the charge for the initial minimum period (i.e., eighteen seconds) for re-establishing the interrupted connection. A credit allowance will be given for any fixed monthly charges, upon written request of the Customer to the business office, for interruptions of 30 minutes or more.

2.14 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this document and the applicable Price Lists(s). The Company may, at its option, provide the requested service. Appropriate recurring and/or nonrecurring charges will be developed accordingly and filed in this document and the applicable Price List(s).

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

2.15 Liability for Calling Card Fraud

The Customer is liable for the unauthorized use of the Company's service obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection.

Issued: June 30, 2008

Effective: July 1, 2008

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

2.16 Automatic Number Identification

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service by tariff to any entity (ANI recipient) only under the terms and conditions specified below.

- 2.16.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2.16.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 2.16.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.16.4 The ANI or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified above, unless the ANI recipient obtains the Customer's prior written consent to such resale or disclosure.
- 2.16.5 Violation of any of the foregoing terms and conditions by any ANI recipient other than the Company shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Issued: June 30, 2008

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

2.17 Toll Blocking

Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available to the Company's long distance business Customers.

Blocking	
<u>Option</u>	<u>Description</u>
0+	Restricts access to IntraLATA and InterLATA calls placed through the local operator.
00+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator.
01	Restricts access to operator assisted international calls
0+NPA+555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via 0+NPA+555 unless the Customer also requests 0+NPA+555 blocking.)
011	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Somoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "01" restriction for access to operator assisted international calling.

Issued: June 30, 2008

Effective: July 1, 2008

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

2.18 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Terms and Conditions document and applicable Price List will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Terms and Conditions Document and applicable Price List. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract term.

Issued: June 30, 2008

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

2.19 Credit Allowances for Interruption of Service

The Company will credit the Customer as set forth below for interruptions in service which is provided entirely on the Company's network not due to the negligence of or non-compliance with the provisions of these Local Service Terms and Conditions by the Customer, nor to the operations or malfunction of the facilities, power, or equipment provided by the Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished and maintained by Company hereunder. Credit allowances issued pursuant to this section shall be the Customer's sole remedy for service outage claims.

2.19.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperable, but refuses to release it for testing and repair or does not provide the Company with access to the Customer's premises, it is considered impaired but not interrupted.
- B. The Customer must obtain a trouble ticket by calling 1-800-829-0420, for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with these Local Service Terms and Conditions. The duration of the interruption is determined solely by the date and time the trouble ticket was opened and closed out as a resolved issue. Credits will not be issued, unless a trouble ticket exists for the facility, service or circuit in question.
- C. For calculating allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis and is dependent upon the length of the interruption. Only those facilities or services on the interrupted portion of the circuit will receive a deposit.

Issued: June 30, 2008

Effective: July 1, 2008

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

2.19 Credit Allowances for Interruption of Service, (Cont'd.)

2.19.2 The Company shall issue no credit for interruptions if caused by a Force Majeure event as defined elsewhere in this Terms and Conditions document or any applicable Price List.

2.19.3 Application of Credit for Interruptions

- A. Credits for services that are provided and billed on a flat rate basis for a minimum period of at least one month shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the length of the interruption.
- B. A credit allowance will be given to a Customer, upon request of the Customer, for interruptions of thirty (30) minutes or greater if reported in accordance with Section 2.19.1 B above. Two or more interruptions of fifteen (15) minutes or more in any one 24-hour period will be combined into one cumulative interruption.
- C. Amount of Credit

Length of Interruption	Credit
Less than 30 minutes	None
Greater than 30 minutes but less than 24 hours	1/1440 of monthly recurring charge per 30 minute outage
Greater than 24 hours	1/144 of monthly recurring charge per each 3 hour outage

- D. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.