

TERMS & CONDITIONS DOCUMENT

Section 11 - Extensions and Special Construction

11.1 General

The furnishing of service under this document to Customers located more than 300 feet from the Company's network is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company. Service will be provided to any customer located within 300 feet of the Company's network.

Subject to the agreement of the Company and to all of the regulations contained in this document, extensions and special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Terms and conditions for extensions and special construction not otherwise contained in this document shall be developed on an Individual Case Basis.

11.2 Special Construction Defined

Subject to the arrangement of the Company and to all of the regulations contained in this document, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 11.2.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 11.2.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 11.2.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 11.2.4 in a quantity greater than that which the Company would normally construct;
- 11.2.5 on an expedited basis;
- 11.2.6 on a temporary basis until permanent facilities are available;
- 11.2.7 involving abnormal costs; or
- 11.2.8 in advance of its normal construction.

Special construction charges will be determined on a case by case basis.

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Section 11 - Extensions and Special Construction (cont'd)

11.3 Non-Routine Installation and Maintenance

At the Customer's request, non-routine installation may be provided by the Company. Non-routine installation may include, but not be limited to, installation and/or maintenance performed outside the Company's regular business hours, on an expedited basis outside of the standard installation intervals,. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The Customer will be charged a non-recurring charge to recover these costs incurred by the Company. Where an expedited installation due date is requested, these charges will be applied even if installation is not completed by the expedited installation due date. If hazardous conditions are involved, Company may perform installation and/or maintenance for additional charges.

Customer will be liable for non-routine installation/maintenance charges for technicians' time when Customer reports a suspected failure of Company equipment and dispatched Company personnel determine that the trouble was not caused by Company facilities or equipment, or if Customer issues a trouble report and Company personnel are denied access to the Customer premises.

Issued by:
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