

TERMS & CONDITIONS DOCUMENT

Section 12 - Service Connections/ Facilities on Customer Premises

12.1 Company – Provided Facilities

- 12.1.1** All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 12.1.2** The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this document. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 12.1.3** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 12.1.4** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.
- 12.1.5** Facilities the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the facilities.

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12.2 Customer Provided Equipment

- 12.2.1** Facilities furnished under this document will be connected to Customer provided terminal equipment in accordance with the provisions of this document.
- 12.2.2** Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with 47 CFR Part 68 of the FCC Rules is the responsibility of the Customer.
- 12.2.3** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this document, the responsibility of the Company shall be limited to the furnishing of facilities offered under this document and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- (A)** The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (B)** The reception of signals by Customer provided equipment.
- 12.2.4** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

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12.2 Customer Provided Equipment (cont'd)

- 12.2.5** The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 12.2.6** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Company Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 12.2.7** Company Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.
- 12.2.8** If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, network, personnel, or the quality of service to other Customers, the Company may, upon notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, suspend or terminate the Customer's Service without liability or obligation.