

SECTION 4 - OBLIGATIONS OF THE CUSTOMER

4.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to the tariffs of MCImetro;
- (b) damage to or loss of MCImetro's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of MCImetro;
- (c) providing at no charge, as specified from time to time by MCImetro, any needed personnel, equipment space and power to operate MCImetro facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having, full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 4.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of MCImetro-provided facilities, shall be borne entirely by, or may be charged by MCImetro to, the Customer. MCImetro may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 4 - OBLIGATIONS OF THE CUSTOMER (Cont.)

4.1 General

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which MCImetro employees and agents shall be installing or maintaining MCImetro's facilities and equipment. The Customer may be required to install and maintain MCImetro facilities and equipment within a hazardous area if, in MCImetro's opinion, injury or damage to MCImetro employees or property might result from installation or maintenance by MCImetro. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of MCImetro facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 4.1(d); and granting or obtaining permission for MCImetro's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of MCImetro;
- (g) not creating, or allowing to be placed any liens or other encumbrances on MCImetro's equipment or facilities; and
- (h) making MCImetro facilities and equipment available periodically for maintenance purposes at a time agreeable to both MCImetro and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

4.2 Prohibited Uses

1. The services MCImetro offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

SECTION 4 - OBLIGATIONS OF THE CUSTOMER (Cont.)

4.2 Prohibited Uses (Cont.)

2. MCImetro may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
3. A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of MCImetro. MCImetro will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to MCImetro for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of MCImetro will apply.

4.3 Claims

With respect to any service or facility provided by MCImetro, Customer shall indemnify, defend and hold harmless MCImetro from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of MCImetro or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any actor omission by the Customer or User, including, without limitation, use of MCImetro's services and facilities in a manner not contemplated by the agreement between Customer and MCImetro; or

SECTION 4 - OBLIGATIONS OF THE CUSTOMER (Cont.)

- (c) any claim of any nature whatsoever brought by a User with respect to any matter for which MCImetro would not be directly liable to the Customer under the terms of the applicable MCImetro tariff.

SECTION 5 - CUSTOMER EQUIPMENT AND CHANNELS

5.1 General

A User may transmit or receive information or signals via the facilities of MCImetro. MCImetro's services are designed primarily for the transmission of voicegrade telephonic signals, except as otherwise stated in the tariffs of MCImetro. A User may transmit any form of signal that is compatible with MCImetro's equipment, but except as otherwise specifically stated in its tariffs, MCImetro does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

5.2 Station Equipment

1. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expertise of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to MCImetro Point of Connection.
2. The Customer is responsible for ensuring that Customer-provided equipment connected to MCImetro equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on MCImetro-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to MCImetro provided equipment and wiring or Injury to MCImetro's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by MCImetro at the Customer's expense.