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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.6 Provision of Equipment and Facilities

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.

The Company may undertake to use reasonable efforts to make available service 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.

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 services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services; the Company shall not be responsible for:

The transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or

The reception of signals by customer provided equipment.

Where economically feasible, the Company shall, directly or through third parties, use reasonable efforts to obtain and maintain rights-of-way necessary for the installation of facilities used to provide TC Systems, Inc. Services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit the installation of Company-provided facilities, shall be borne entirely by the Customer. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way.