

SECTION 5 – PORT TERMINATION

5. General (Cont'd)

- 5.24 TCG may relocate the licensed space, or the TCG CO, or both upon thirty (30) days prior written notice to LEC. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is TCG's responsibility and is performed by TCG will be without charge to LEC. TCG will reimburse LEC for the reasonable cost of such relocation work performed by LEC, and TCG will provide at its own expense any additional or replacement cable racks and LEC transmission cable needed to accommodate the relocation of the installation. TCG and LEC will work together in good faith to minimize any disruption of service in connection with such relocation.
- 5.25 Licensed Facilities will be furnished, installed and maintained in accordance with the following:
- 5.25.1 LEC agrees to furnish and install all Licensed Facilities.
 - 5.25.2 LEC agrees to comply with specifications and processes furnished by TCG for installation performed by LEC.
 - 5.25.3 LEC agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in LEC's frame to the designated TCG power source. LEC will distribute the power among its equipment within the Licensed Space.
 - 5.25.4 LEC agrees to maintain in good working order all LEC equipment in Licensed Space. TCG agrees to repair LEC transmission cable. LEC is not permitted to repair installed LEC transmission cable in order to avoid possible harm to other transmission cables. LEC shall not engage in any work outside the Licensed Space without TCG's prior written consent.
 - 5.25.5 LEC may use contractors to perform installation and maintenance for which LEC is responsible. TCG consents to use of those contractors listed on a then current TCG approved list of LEC submitted contractors. Use of any other contractors shall require TCG's prior written consent.
 - 5.25.6 LEC may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If LEC chooses to install its equipment in locked cabinets, LEC shall leave the appropriate keys with TCG and agrees to allow TCG the right of entry to such cabinets.
- 5.26 Under the Space Licenses, TCG performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by TCG, and provides no maintenance for any LEC equipment in Licensed Space. TCG warrants that the services provided will be performed in a workmanlike manner and in accordance with TCG technical specifications and that the incidental material provided by TCG shall be free from defects. TCG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.