

AT&T Communications of New York, Inc.
P.S.C. No. 26 -- Telephone
Private Line Local Channel Services
Effective Date: July 21, 2010

Section 2
Leaf No. 11
Revision: 0
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SECTION 1 - GENERAL REGULATIONS

2.4 RESPONSIBILITIES OF THE CUSTOMER (Cont'd)

2.4.1 General (Cont'd)

F. Availability for Maintenance, Testing, or Modifications - The customer must take a local channel service available for maintenance, testing, or implementation of changes it has ordered, at any reasonable, mutually agreeable time. Occasionally an impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, the local channel service must be made available for testing during the same time periods if the trouble condition is to be corrected.

G. Damage to a Local Channel Service - The Customer must pay AT&T for replacement or repair of a local channel service when damage results from:

- The negligence or willful act of the Customer or others authorized by the Customer,
- Improper use of the local channel service, or
- Any use of equipment or systems provided by the Customer or others authorized by the Customer.

After receipt of payment for the damages, AT&T will cooperate with the Customer in its claim against any third party causing the damage.

H. Loss - The Customer must pay for the loss through theft of any local channel service equipment installed at a Customer's premises.

I. Use with a Customer-Provided Communications System or with Services Provided by Others - When a local channel service is used with a Customer-provided communications system, or with a service(s) provided by others via connections at the Customer's premises, the Customer must make all arrangements concerning the connected system or service with its provider. The connection does not constitute a joint undertaking between AT&T and the provider of the system or service. Connections will be made in accordance with the regulations set forth in 2.7 following.

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