

NY PSC Tariff No. 7 – TELEPHONE
PAETEC Communications, Inc.
Initial Effective Date: 04/10/2008

Section : 6 Leaf: 17
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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE OR OTHER OPERATIONAL LOCATIONS (CONT'D)

6.4.21 EMINENT DOMAIN

In the event of a taking of all or any portion of the premises where the space is located by eminent domain (or conveyance by the landlord to an entity threatening eminent domain), these tariff terms with regard to the specific Customer or vendor service or equipment will terminate as of the date of such exercise or conveyance. The Company is not responsible to the Customer or vendor for the value of any unused portion of any term specified outside of the bounds of this tariff including ICB contract arrangements. The Customer or vendor may, however, seek relief from the landlord or appropriate authority.

6.4.22 DAMAGE TO PREMISES

Where not in conflict with other provisions of this tariff, if the space is damaged by fire or other casualty, the Company will notify the Customer or vendor and immediately and will repair, or cause the landlord to repair, the space so that it is returned to substantially the same condition as prior to the damage. If the Company fails to complete the repairs within a reasonable time period, the Customer or vendor may, as its sole remedy, vacate the space per terms of this tariff. The Company will be responsible for any damage to its own equipment if fire or other casualty damages the space. The Customer or vendor agrees to reimburse the Company for any damage to the Space that is caused by the Customer or vendor or its representatives or its equipment.

6.4.23 SUBORDINATION

The Customer or vendor acknowledges and agrees that this document is subject and subordinate to the Company's mortgage or lease for the premises where the space is located.

6.4.24 RATE AND CHARGES

Rates for use of Company space, equipment or labor will be published on an individual case basis.

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