

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

Section : 6 Leaf: 12
Revision: 0

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

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

(N)

6.4.9 RESPONSIBILITIES OF THE COMPANY

The Company will provide the Customer or vendor with certain access, wiring, equipment and services solely for the purpose of interconnecting the Customer's or vendor's equipment, which will be located on a Company operational premises, with PAETEC's network according to the terms and conditions contained in this tariff or in an individual case basis contract.

6.4.10 USE OF SPACE

The Company grants the Customer or vendor a nonexclusive limited license to occupy the portion of the operational premises of relevance or, in other words, the space. The Customer or vendor agrees to use the Space only to install, maintain, and operate equipment to interconnect to the Company network. The Customer or vendor agrees that it is being granted only a license to occupy the space and not a real property interest in the space. The Customer's or vendor's occupancy of the space will serve as the Customer's or vendor's acceptance of the space. The Customer or vendor agrees to use the space only for the purposes described in the individual ICB or this tariff and not for any unlawful purpose. The Customer or vendor further agrees not to encumber the space in any manner. The Customer or vendor, and any approved subcontractors and/or representatives agree not to smoke in the space, to keep the space in a clean and safe condition and to comply with any rules of the applicable landlord and/or the Company.

The Customer or vendor use of the space throughout the term of an ICB or this tariff is contingent upon the Company continuing to own or lease the premises where the space is located.

If Customer or vendor does not remove its equipment from the space within thirty (30) days following the termination of an ICB contract or as specified in this tariff, the Company may, at the Customer's or vendor's expense, remove equipment from the space and ship it to Customer's or vendor's last known address.

(N)

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