

GetGo Communications LLC
New York P.S.C. No. 1 – Communications
Effective: August 18, 2017

Leaf 23
Revision: 0
Superseding Revision:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

A. The Customer is responsible for:

1. The payment of all applicable charges pursuant to this Tariff;
2. Damage to or loss of the Company's Facilities or equipment due to the acts or omissions of the Customer or of any End User, or by the partial or complete failure of the Customer or any End User to comply with these regulations, or by fire, theft or other casualty occurring within the Customer's or any End User's premises, unless caused by the negligence or willful misconduct of the Company or its agents or employees;
3. Obtaining, maintaining, and otherwise ensuring that the Company and its employees and agents have full access to all rights-of-way and conduit necessary for installation of lines, Facilities and associated equipment used to provide Service to the Customer or End User from the minimum point of entry to the Customer's or End User's premises to the location of all equipment and space that Company must access for the purpose of providing Service. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided Facilities, shall be borne entirely by the Customer or End User, and may be charged by the Company to the Customer or End User. The Company may require the Customer or End User to demonstrate its compliance with this Section prior to accepting an order for Service;
4. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or Facilities; and
5. Making the Company's Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
6. If Customer or End User is not the owner of the premises upon which Equipment and Software is or will be installed, Customer or End User, as appropriate, shall obtain all necessary consents from the owner of the premises to permit the Company's employees and agents to enter the premises for the purposes of providing Services pursuant to this Tariff. Customer shall indemnify and hold Company harmless from and against any claims of the owner of such premises, including without limitation claims arising from the Company's entry upon and use of such premises.

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Cancelled by supplement No. 1 effective 08/30/2023