ACCESS SERVICE

2.   RULES AND REGULATIONS (Cont'd.)

    2.13   Undertaking of the Company, (Cont'd.)

        2.13.2 Shortage of Equipment or Facilities (Cont'd.)

            B.   The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

            C.   The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

        2.13.3 Terms and Conditions

            A.   Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice.

                    Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

            B.   Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

            C.   The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3 .D below.

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