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Light Tower Fiber Long Island LLC d/b/a Lightower Fiber Networks P.S.C. No. 1 – Communications

Leaf No. 17 Revision: 0 Superseding revision:

Effective Date: March 29, 2013

- (B) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements, owned, leased or otherwise obtained to ensure the required level of Service. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- (C) Equipment installed at the Customer's Premises for use in connection with the Services the Company offers will not be used for any purpose other than that for which the Company has provided such equipment.
- (D) Unless otherwise set forth in this Tariff, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - 1. The transmission of signals by CPE or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by CPE; or
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment; or
 - 4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the Customer; or
 - 5. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the Customer is responsible for ensuring such compatibility).

Issued By: Leslie Brown, Vice President and Deputy General Counsel

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