

Light Tower Fiber Long Island LLC  
d/b/a Lighttower Fiber Networks  
P.S.C. No. 1 – Communications  
Effective Date: March 29, 2013

Leaf No. 22  
Revision: 0  
Superseding revision:

- (B) The Company will, upon request, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. If the protective requirements for CPE are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within three (3) days of receiving this notice a Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its facilities, equipment and personnel from harm.

- 2.4.4 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from, or arising in connection with, the furnishing of Service under this Tariff including, but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

2.4.5 Fraud and Unauthorized Use of the Network

The Customer is liable for the unauthorized use of the network obtained through the fraudulent access of a telephone system.

2.5 Establishment of Service

2.5.1 Application for Service/Service Order

- (A) An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
- (B) If the Customer's service has been terminated and the Customer wishes to re-establish service, payment of all unpaid charges, Reportable Charges, Deposits and Advance Payments may be required by Company prior to establishing or re-establishing Service.

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Issued By: Leslie Brown, Vice President and Deputy General Counsel  
80 Central Street  
Boxborough, MA 01719