

**Section 7**  
**Second Revised Sheet 1**  
 **Cancels First Revised Sheet 1**

**OBLIGATIONS OF THE CUSTOMER****A. Conditions for Use**

Service may be used for the transmission of information to/from the Customer provided that:

1. The Customer has entered in an agreement with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

**B. General Obligations**

The Customer shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User of their agents.
3. Reimbursing the Company for any loss caused by the theft of facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. Providing, maintaining and installing all terminal equipment on the Customer premises side of the network interface. The Customer shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customer's location.

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Issued By:

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**Section 7**  
**First Revised Sheet 2**  
**Cancels Original Sheet 2**

**OBLIGATIONS OF THE CUSTOMER – Continued****B. General Obligations – Continued**

7. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
8. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
9. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of an agent's authority shall not be binding on the Company.
10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

**C. Payment of Rates and Charges**

1. The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within twenty-one (21) days are subject to late charges. In addition, failure to pay any past due amounts may result in discontinuance of service as described in Section 16 of this Tariff.
2. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. (T)  
See Section 12.B. for a further explanation of deposit regulations. (T)
3. At the time an application for service is made, an application may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.

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