

RULES AND REGULATIONS:

1. Tenant's Facilities shall be placed, maintained, relocated, or removed in accordance with the reasonable requirements and specifications of ECS Manhole Standards ("Manhole Standards"), attached hereto as Exhibit C, the National Electrical Code (NEC), the National Electrical Safety Code (NEC) and rules and regulations of the Occupational Safety & Health Administration (OSHA) and any governing authority having jurisdiction. In the event a difference in specifications exists, the more stringent shall apply.
2. Notwithstanding the above, ECS reserves the right to request corrective measures when necessary in and around the Conduit System in situations that are not otherwise covered in this Agreement. In such cases, ECS shall furnish to Tenant written materials that will specify and explain the required construction standards. Notwithstanding, ECS will not have the authority to direct the means and methods of Tenant's work or that of its employees or subcontractors.
3. Tenant shall comply with ECS's AMOS Procedures attached hereto as Exhibit F each and every time Tenant opens or enters a Manhole. At all times while working in ECS's Manholes, Tenant shall comply with the requirements and procedures set forth in the Manhole Standards attached hereto as Exhibit C. ECS reserves the right, but does not have the responsibility, to specify which conduits can be used for specific purposes and/or to disallow Tenant and/or its subcontractors from conducting activities in any manner that may damage, or may otherwise be inconsistent with the operation of, ECS facilities and/or their intended purpose. Nothing in this paragraph should be construed to limit Tenant's responsibility to fully comply with the requirements and procedures set forth in the Manhole Standards, and all local laws, rules, regulations, and governing authorities, and to fully indemnify and hold harmless, ECS, Verizon, the City of New York, and each of their affiliates, parents, subsidiaries from and against any damage, loss, or claim of any kind and to provide insurance coverage for the same as additional insureds on a primary and non-contributory basis in accordance with Sections IV and VI.
4. No equipment other than Cables, Splice Cases, and Coil Cases may be stored by Tenant or any of its subcontractors in ECS Manholes or Facilities, even temporarily, without advance written approval from ECS. Prohibited materials include, but are not limited to, excess slack coils. Splice Cases and Coil Cases shall be located so as not to unreasonably obstruct access to Points of Entry or the Facilities of Other Tenants. ECS is not responsible for any damage that may occur to Tenant's or subcontractors' materials or Facilities or any delays that may occur due to obstructions or otherwise.
5. Tenant shall be responsible for the timely repairing, relocating, or replacing of its own Facilities as necessary if said Facilities were not properly placed or maintained, or to accommodate the placement of Facilities of another Tenant, or as required as a result of circumstances beyond the parties' control, including but not limited to, storms, accidents or public works projects. In the event of a catastrophic event, such as an explosion or water main break, Tenant shall cooperate with ECS in coordinating the restoration of services. The parties shall give precedence to the restoration of emergency services, such as police, fire and hospital services. Restoration of other services shall be based on the availability of Tenant

work crews, the relative number of customers and the criticality of non-emergency services that have been interrupted.

6. If at any time the presence or condition of Tenant's Facilities poses an immediate threat to the safety of another party's employees, agents or contractors, or interferes with the performance of another party's service obligations, and/or poses an immediate threat to the physical integrity of the Conduit System or the Facilities of Other Tenants, action may be taken to remedy the condition without prior notice to Tenant and Tenant may be billed for the reasonable and verifiable costs thereof if said bill is approved by ECS. ECS shall use reasonable efforts to notify Tenant of any emergency involving Tenant's Facilities as soon as practicable under the circumstances.

7. Unless otherwise authorized or denied permission by DOT, Tenant shall build Subsidiary Conduits to the nearest ECS Manhole to the building or other point at which Tenant intends to provide service, or if ECS determines that the nearest Manhole cannot accommodate Tenant's Subsidiary Conduit and Facilities, then to the next nearest ECS Manhole that can accommodate Tenant's Subsidiary Conduit and Facilities. Every time Tenant builds a Subsidiary Conduit, Tenant shall comply with the requirements and procedures set forth in the Point of Entry Procedures attached hereto as Exhibit E.

8. Tenant shall not Co-Occupy Conduits in the Conduit System except as expressly authorized by this Agreement and in accordance with the Co-Occupancy Procedures attached hereto as Exhibit G. ECS shall not be responsible for conflicts between Tenants or damage incurring to any Tenant's facilities by reason of another Tenant's facilities.