

B. TENANT RESPONSIBILITIES AND PRIVILEGES:

1. Prior to the execution of this Agreement and Occupying the Conduit System, Tenant shall obtain a written franchise or written revocable consent from the City of New York to occupy the City streets. Upon request, Tenant shall provide ECS with copies of said franchise or revocable consent. The Tenant shall Occupy the Conduit System only as authorized by such franchise or revocable consent from the City.
2. It shall be Tenant's sole responsibility to permanently affix and maintain a waterproof tag on each Facility (i.e., each rope, Innerduct, Cable, air pipe, Splice Case or Coil Case) it owns in the Conduit System. Such tag shall, at a minimum, identify the Tenant as the owner of the Facility and state the date that the Facility was placed. Tenants shall use permanent ink, embossed lettering or other permanent, waterproof method of tagging its Facilities. If any rope is not tagged, or any rope is not used for the placement of Cable within one hundred and twenty (120) days of the date on the tag, or the tag on any rope becomes illegible at any time, then such rope shall be deemed abandoned and shall be available for use by any Other Tenant without reimbursement of Tenant.
3. Tenant shall not Occupy space in the Conduit System other than for its Immediate Service Needs. Tenant shall not subdivide, Co-Occupy or otherwise share Conduits with Other Tenants, except as provided for in the Articles of this Agreement and in Exhibit G attached hereto. Co-Occupancy notwithstanding, it shall continue to be Tenant's responsibility to place Innerducts at its own expense in any Conduits that have a diameter greater than 2.5 inches when placing Cables with a diameter of 1.5 inches or less. Any Conduit, Innerduct or space in a Conduit that is not Occupied by a Cable within one hundred and twenty (120) days of installation of a rope or Innerduct shall be available for Co-Occupancy by Other Tenants that have an immediate need to place a Cable. If an Innerduct owned by Tenant is needed for Co-Occupancy, upon receipt of written notice by ECS, Tenant shall have the option to either: (i) sell its Innerducts in the Conduit to ECS pursuant to an Innerduct Purchase and Sale Agreement, a standard form for which is attached hereto in Exhibit A, or (ii) remove any unoccupied Innerducts in the Conduit at its own expense. If Tenant fails to either sell or remove such Innerducts within fifteen (15) days of receipt of written notice by ECS, any unoccupied Innerducts shall be deemed abandoned and available for use by any Other Tenant without reimbursement of Tenant.
4. At least once each year, Tenant shall meet with ECS's Infrastructure Planning group at a mutually convenient time and place to discuss Tenant's plans for placing Facilities for the next 12 months. Issues to be discussed shall include new routes Tenant expects to serve and the number, size and type of Facilities Tenant intends to install in new or existing routes. ECS shall use any information received at such meetings solely for purposes of planning its Conduit System construction program, and shall not disclose Tenant's information to Other Tenants.

5. Tenant is solely responsible for Route Selection, Route Feasibility Studies, Rodding and Roping, and any other work activities associated with finding Spare Conduit in ECS's Conduit System to meet its Immediate Service Needs. If Tenant requests that ECS provide access to or copies of engineering records pursuant to Paragraph A.6 above, Tenant agrees not to use or disclose such information or records to third parties for any purpose other than planning Tenant's routes or finding Spare Conduits.
6. Tenant represents and warrants that all written information provided to ECS pursuant to this Agreement shall be accurate and complete to the best of its information and belief. Tenant shall keep accurate and complete records of all work activities performed and Facilities placed in the Conduit System. Tenant agrees that any or all documents, reports, records, maps, data or other information in ECS's possession concerning Tenant's Occupancy of the Conduit System or otherwise related to performance under this Agreement may be provided orally or in writing to DoITT or any other agency of the City or State of New York upon request by such agency.
7. Tenant shall be solely responsible for all costs of obtaining any necessary easements, licenses, leases, rights, consents or franchises to construct, operate and/or maintain its Facilities on public or private property ("Rights-of-Way") for Conduits and/or Manholes which Tenant seeks to install its Facilities. If ECS has incurred any costs to obtain Rights-of-Way for the Conduit System, other than street opening permits from the City or State of New York, such costs shall be apportioned among Tenants pro rata as they are incurred based on the number of Conduits Occupied by Tenant on such private property. ECS does not warrant the validity or apportionability of any Rights-of-Way it may hold with respect to Tenant's Facilities on such property. ECS shall, upon written request by Tenant, provide available information and copies of any documents in its files pertinent to the nature of Rights-of-Way possessed by ECS. If for any reason a Right-of-Way ECS holds is not renewed or is cancelled or terminated by ECS for any reason, and ECS must remove its Conduit System from said property, upon receipt of written notice from ECS, Tenant shall promptly remove its Facilities from that portion of the Conduit System covered by the Right of Way.
8. Upon written request by ECS, Tenant shall promptly rearrange and/or remove its Facilities to permit ECS to meet any legal obligations it has with respect to the Conduit System, or to perform reasonable maintenance or improvement of the Conduit System, or to improve the efficient use of space therein, including but not limited to the replacement or rebuilding of worn, damaged or congested Manholes, Conduits and Ducts. Tenant shall be solely responsible for all costs associated with its rearrangement work.
9. Tenant shall comply with all applicable laws, rules, regulations, procedures, and standards promulgated by any federal, state or local authority having jurisdiction over Tenant or the Conduit System.

10. Tenant shall immediately report to ECS any damage to the Conduit System, and any condition which may reasonably result in damage to the Conduit System or the Facilities of any Tenants, irrespective of whether the damage or condition was caused by Tenant or some other natural or man made cause or event. Upon request, Tenant shall submit a written Damage Report to ECS of any damage using the form attached hereto in Exhibit A. In the event of an emergency, Tenant shall cooperate fully with ECS in performing any work necessary to safeguard the Conduit System, Tenant's Facilities, the Facilities of any Other Tenants, or the safety of persons or property threatened by the emergency.
  
11. The construction, ownership, operation, maintenance and removal of Subsidiary Conduits shall be the sole responsibility of Tenant. Subsidiary Conduits may be jointly owned or occupied by more than one Tenant, and transferred from Tenant to Other Tenants, without notice to or approval of ECS, provided however that each Tenant owning or sharing Subsidiary Conduits shall comply with ECS's Manhole Standards and POE Procedures. When constructing, maintaining or removing Subsidiary Conduits, Tenant shall comply with ECS's Rules and Regulations concerning the construction of Subsidiary Conduit set forth in Paragraph E.9, below.