

E. RULES AND REGULATIONS:

1. Tenant's Facilities shall be placed, maintained, relocated or removed in accordance with the 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 and Health Act (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 specify the construction standards required in situations in and around the Conduit System that are not otherwise covered in this Agreement. In such cases, ECS shall furnish to Tenant written material that will specify and explain the required construction standards.
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 to prescribe the manner in which such construction will be done and to specify what, if any, work shall be performed by ECS.
4. ECS reserves the right to prohibit Tenant from storing in ECS Manholes, even temporarily, any Facilities other than Cables, Splice Cases and Coil Cases. ECS reserves the right to prohibit Tenant from storing, even temporarily, excess slack coils in ECS Manholes. Splice Cases and Coil Cases shall be located so as not to obstruct access to Points of Entry or the Facilities of Other Tenants.
5. If any part of Tenant's Facilities is not placed, maintained or relocated in accordance with the requirements and specifications as stated in this Agreement, and if Tenant fails to correct any non-compliance with those requirements and specifications within fifteen (15) days of receipt of written notice from ECS of non-compliance, ECS reserves the right to correct said conditions and bill Tenant for the costs thereof, provided however, that Tenant may submit a written appeal to ECS of its initial determination of non-compliance before the end of the fifteen (15) day period. In such event, Tenant shall promptly meet with ECS's General Manager - Construction at a mutually convenient place and time to discuss ECS's initial determination of non-compliance. After such meeting, ECS's General Manager - Construction shall make a final determination whether Tenant's Facilities are placed, maintained or relocated in accordance with the requirements and specifications as stated in this Agreement. If Tenant fails to correct any non-compliance within fifteen (15) days of receipt of a written notice of ECS's final determination, ECS may, at its sole discretion, remedy and correct said conditions and bill Tenant for the costs thereof.

6. In the event that ECS determines that Tenant's Facilities require rearrangements to accommodate the placement of Facilities of an Other Tenant, ECS shall inform Tenant in writing to perform such rearrangements at Tenant's expense. Tenant shall complete such rearrangement within fifteen (15) days from the date of such notice. If Tenant fails to complete such rearrangements within fifteen (15) days, ECS reserves the right to perform such rearrangements and bill Tenant for the costs thereof, provided however, that Tenant may submit a written appeal to ECS of its initial determination that such rearrangements are required before the end of the fifteen (15) day period. In such event, Tenant shall promptly meet with ECS's General Manager - Construction at a mutually convenient place and time to discuss ECS's initial determination that rearrangements are required. After such meeting, ECS's General Manager - Construction shall make a final determination whether rearrangements are required to accommodate the placement of Facilities of an Other Tenant. If Tenant fails to complete such rearrangements within fifteen (15) days of receipt of a written notice of final determination that rearrangements are required, ECS reserves the right to make such rearrangements and to bill Tenant for the costs thereof..
7. Tenant shall be responsible for the timely repairing, relocating or replacing of its own Facilities if required as a result of circumstances beyond either 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. ECS 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 sequence which Tenants arrived at the scene and the relative number of customers that are out-of-service.
8. If at any time the presence or condition of Tenant's Facilities poses an immediate threat to the safety of ECS's employees, agents or contractors, or interfere with the performance of ECS's service obligations, and/or pose an immediate threat to the physical integrity of the Conduit System or the Facilities of Other Tenants, ECS reserves the right to perform such work and/or take such action as ECS deems necessary to remedy the condition without prior notice to Tenant and to bill Tenant for the costs thereof.
9. Unless otherwise authorized or denied permission by the City of New York Department of Transportation, or any successor agency thereto, 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. Unless otherwise authorized or denied permission by the City of New York Department of Transportation, or any successor agency thereto, no Subsidiary Conduit shall not exceed the

length of the City block on which such Subsidiary Conduit is being built. 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.

10. 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.
11. Tenant shall not Occupy any Maintenance Spare without ECS's prior written consent, provided however, that in the event of a cable failure causing an out-of-service condition for Tenant's customers, Tenant shall be permitted to Occupy one (1) Section of Maintenance Spare to restore service without the prior written consent of ECS. Tenant shall notify the ECS within one (1) business day of Occupying a Maintenance Spare without ECS's prior written consent. ECS makes no representations or warranties as to the availability of Maintenance Spares in its Conduit System.