

**Consolidated Edison Company of New York, Inc.
Telecom Application Management Department**

Telecommunications Service Agreement
(Pursuant to PSC No. 9 – Electricity, Rider X)

WHEREAS, _____ (“Customer”) has applied to Consolidated Edison Company of New York, Inc. (“Con Edison”), pursuant to the Application For Telecommunications Service (“Application”) to construct, install, operate and maintain fiber optic cable in Con Edison’s underground facilities, interconnection facilities, river crossings, tunnels, transmission line rights-of-way and/or applicable transmission line towers and poles and/or new telecommunications underground facilities (“Con Edison Facilities”);

WHEREAS, Con Edison and Customer have agreed to the general property to be licensed to Customer, which is described in Exhibit A to this Telecommunications Service Agreement (“Service Agreement”);

NOW THEREFORE, in consideration of the promises and covenants contained in this Service Agreement the parties agree as follows:

This Service Agreement incorporates by reference the rates, terms and conditions set forth in the following documents: (1) Operating Procedure, (2) Standard Terms and Conditions, and (3) PSC No. 9 – Electricity, Rider X, Rate for Use of Company Facilities for Telecommunications Purposes (“Rider X”). Customer acknowledges that it has read and become familiar with these documents and agrees to abide by the terms and conditions set forth therein as if such terms and conditions were included in this Service Agreement. Customer further acknowledges that the Standard Terms and Conditions and Operating Procedure are subject to change by Con Edison upon prior written notice to Customer.

Customer shall pay Con Edison from the Route Grant Date, all applicable rates and service charges. In no event will charges for Make Ready Work be subject to refund. However, if Field Verification reveals conditions that were not evident during the Engineering Record Search, Customer shall be entitled to modify that portion of the route, on written notice to Con Edison, and, upon providing such notice, Customer shall be entitled to a refund of any licensing fees paid for that portion of the route. Customer will be charged licensing fees prospectively for the modified portion of the route.

The Initial Term of the Service Agreement shall be ten years, renewable for an additional fifteen years at Customer’s option by written notice six months prior to the expiration of the Initial Term. After twenty-five years, the Service Agreement, as may be modified by negotiations of the parties and agreed to in writing, may be extended for two additional ten-year terms. For any renewal, Customer must also obtain any necessary permits, approvals and/or authority from the relevant municipal authority. Additional Licensed Property may be added from time to time, provided that Customer and Con Edison agree in writing to the additional Licensed Property. (See Operating Procedure §3.2.)

Con Edison shall not be required to perform any service or grant any rights provided for in the Service Agreement if it is contended by any municipality having control over public rights-of-way through which the services/occupancies are being requested that Con Edison is without authority to perform such services or permit such occupancies. Nothing in the Service Agreement shall preclude the customer from exercising any rights it may have in relation to the relevant municipal authority.

Customer shall be the owner of all of the Fiber Optic Cable(s) (as that term is defined in Rider X) installed or to be installed in or upon Con Edison Facilities or property and Customer shall use said Fiber Optic Cable(s) in accordance with the municipal franchises that it represents it possesses or will possess prior to occupying public rights-of-way with its Fiber Optic Cable and in accordance with all other applicable governmental requirements.

All notices and other communications hereunder required to be in writing shall be personally delivered, mailed by registered or certified mail, return receipt requested, postage paid, or transmitted by facsimile, as provided below. A party may change its address/facsimile number for receipt of written notices by notifying the other party in writing of such change pursuant to this paragraph.

If to Con Edison:

Consolidated Edison Company of New York, Inc.
4 Irving Place, 9th Floor, Mailbox 16
New York, NY 10003
Attn: Project Manager/Specialist, Telecom Applications Management

If to Customer:

With a copy to:

A party may change its address/facsimile number for receipt of service of process by notifying the other party in writing of such change. Service of process pursuant to this paragraph shall be deemed to be sufficient even under circumstances where, apart from this Service Agreement there would be no jurisdictional basis for such service. Service of process on a party may also be effected in any manner permitted by law. The parties consent to the selection of the New York City, New York State and United States courts situated within the City of New York or Westchester County (State of New York) as the exclusive forums for any legal proceeding arising out of or relating to this Agreement.

Approved, agreed to and accepted by Customer:

Sign: _____

Print: _____

Title: _____

Date: _____

Approved by:
Consolidated Edison Company of
New York, Inc.

By: _____
Senior Vice President

Date: _____

Effective Date of Agreement: _____

TELECOMMUNICATIONS SERVICE AGREEMENT¹

Effective Date _____

Exhibit A

(Subject to Trade Secret Protection)

Customer: _____

Con Ed: _____

Title: _____

Title: _____

¹ Rates, Rules and Regulations concerning attachments to Con Edison’s electric distribution poles are contained under Rider K – Pole Attachment Rental Rate, of the Company’s electric rate schedule, P.S.C. No. 9 – Electricity, and all requests for such access shall be detailed in this Service Agreement, but shall be handled in accordance with Rider K and other pre-existing Con Edison procedures including the Distribution Pole Attachment Standard Form of License and Distribution Pole Attachment Operating Procedures.

Route Grant Date: _____