
SERVICE CLASSIFICATION NO. 6

APPLICABLE TO USE OF SERVICE FOR:

Sales and delivery of electric power supply provided by the Company or delivery of electric power supply provided by an Energy Service Company under the Company's Retail Access Program for the purpose of lighting the streets, highways, roadways and ways open to public use for the State of New York, counties, townships, cities and incorporated villages.

Service under this Service Classification will be furnished only directly to the customer for the customer's own use for the purposes provided herein, and may not be remetered (or submetered) or resold, assigned, or otherwise disposed of to another or others. Service under this Service Classification does not authorize or allow the customer to grant any rights or licenses to third parties relating to the Company's electric distribution and transmission system.

For the purposes of this Service Classification, the term "customer" shall mean the customer, its contractors, agents and/or other representatives.

Any contractors used by the customer shall comply with all applicable codes, rules and regulations for the work described herein.

CHARACTER OF SERVICE:

Service supplied hereunder shall be unmetered and shall be for limited period, dusk-to-dawn, photo-electrically controlled illumination, approximately 4,100 hours per year, approximately 60 cycle and at appropriate voltages or currents designated by the Company except as provided for under Service Type C, Metered Service.

The customer shall own, maintain and operate all luminaires. The Company will not furnish or arrange for maintenance, repair or replacement for any street lighting facilities (luminaires, poles and street lighting circuitry including conduit and related facilities) which are owned by the customer. The Company also will not maintain or arrange for maintenance of an inventory of replacement luminaires, ballasts, lamps, or other equipment for any street lighting facilities which are owned by the customer.

The customer may designate the following types of service:

A. Standard Overhead Service

Luminaires will be mounted by the customer on Company-owned poles and connected by the Company to the Company's existing overhead distribution system at a point of attachment designated by the Company.

SERVICE CLASSIFICATION NO. 6 (Continued)

CHARACTER OF SERVICE: (Continued)

B. Underground Service

Luminaires will be mounted by the customer on customer-owned poles and connected by the Company to the Company's distribution system at a point of attachment designated by the Company.

C. Metered Service

Metered service will be supplied to customers who have installed, own and will maintain all facilities necessary to provide outdoor lighting and desire to operate such lighting on a basis other than a dusk-to-dawn illumination, photo-electrically controlled basis. Under this option, customer's lighting facilities shall not be mounted on Company-owned facilities.

LINE EXTENSIONS:

The customer shall pay the Company in advance for the total cost of any extensions to its existing distribution facilities required for service under this Service Classification.

APPLICATION FOR SERVICE:

As a condition of service, the customer shall submit a completed written application for service, including a list of the quantity and type(s) of luminaires to be supplied.

Such application when accepted by the Company, shall constitute an agreement between customer and the Company, subject to the terms and conditions set forth in this Service Classification.

TERM:

The Initial Term of service shall be ten years. Service shall continue in effect thereafter until canceled by either party upon ninety days written notice. The Company shall require an Initial Term of ten years for each additional installation.

DETERMINATION OF BILLING QUANTITIES:

The charge for lighting service hereunder during each calendar month shall be based upon the number of luminaires in service as of the first day of that calendar month.

SERVICE CLASSIFICATION NO. 6 (Continued)

TERMS OF PAYMENT:

Bills will be rendered on approximately the twenty-ninth of each month and are due on the first of the following month, subject to a late payment charge in accordance with provisions of General Information Section No. 7.6. If the bill is not paid, service may be discontinued in accordance with General Information Section Nos. 11.1 and 11.2.

MONTHLY BURN HOURS TABLE:

| | | | |
|----------|---------|-----------|-----|
| January | 430 | July | 267 |
| February | 361 (*) | August | 298 |
| March | 358 | September | 328 |
| April | 302 | October | 383 |
| May | 277 | November | 407 |
| June | 249 | December | 440 |

(*) 373 Burning Hours for Leap Year.

RATES – MONTHLY:

(1a) Delivery Charge for Service Types A and B

All kWh at 6.891 ¢ per kWh

(1b) Delivery Charge for Service Type C

Customer Charge at \$24.00 per month plus
Delivery Charge at 5.793 ¢ per kWh

(2) Energy Cost Adjustment, System Benefits Charge, Transition Adjustment for Competitive Services, and Charges for Municipal Undergrounding

The provisions of the Company's Energy Cost Adjustment, System Benefits Charge and Transition Adjustment for Competitive Services as described in General Information Section Nos. 25, 26 and 29, respectively, and Charges for Municipal Undergrounding as described in General Information Section No. 20, if applicable, shall apply to electricity delivered under this Service Classification.

(3) Temporary State Assessment Surcharge

The Temporary State Assessment Surcharge as described in General Information Section No. 24 shall apply to electricity delivered under this Service Classification.

SERVICE CLASSIFICATION NO. 6 (Continued)

RATES – MONTHLY: (Continued)

(4) Merchant Function Charge

The Merchant Function Charge as described in General Information Section No. 28 shall apply to Full Service Customers. Retail Access Customers shall not be subject to this charge.

(5) Billing and Payment Processing Charge

A Billing and Payment Processing Charge shall be assessed in accordance with General Information Section No. 7.5.

(6) Market Supply Charge

The provisions of General Information Section No. 15 shall apply to electricity provided and sold by the Company under this Service Classification. Retail Access Customers shall not be subject to this charge.

(7) Increase in Rates and Charges

All rates and charges for service under this Service Classification will be increased pursuant to General Information Section No. 19.

For Service Types A and B, the charges in RATES - MONTHLY Parts (1), (2), (3), (4), and (6) shall apply to the kWh estimated in the following manner:

$$\text{kWh} = (\text{Total Wattage} \div 1,000) \text{ Times Monthly Burn Hours}^*$$

Total Wattage shall be determined by the Company from manufacturers' rated wattages and the quantities of lamps and auxiliary equipment in operation.

* See Monthly Burn Hours Table.

MINIMUM CHARGE PER INSTALLATION:

The minimum charge per installation shall be the monthly charge as specified in RATES - MONTHLY, Part (1) times 120 months plus any billing and payment processing charges. Should the monthly charge change during the initial term, the minimum charge per installation shall be prorated accordingly.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS:

- (A) Service provided under this Service Classification shall be used only for the purposes described in "Applicable to Use of Service For" above. Such service shall not be used to power antennas, cameras, alarms, communications systems, signage, kiosks, vendor equipment or any other non-lighting uses.
- (B) Relocations and Extensions of Company Distribution Facilities
- (1) The Company shall relocate its existing distribution facilities and/or extend new distribution facilities, as required, when the customer notifies the Company of its desire to attach a new fixture to, or relocate or alter an existing fixture on, an existing pole providing (a) the Company determines such work is feasible and (b) the customer pays in advance the Company's costs and expenses incurred in the relocation and/or extension of distribution facilities. The customer shall furnish the Company with all easements or rights-of-way necessary to provide service to the desired location before any installation or construction will be started. Should it be determined by the Company that, in order to accommodate such customer attachment, an existing pole must be replaced to comply with existing Company or industry standards, the customer shall, in addition to any relocation costs, pay all costs associated with the pole replacement.
 - (2) Upon termination of service hereunder the Company shall have the right within a reasonable time thereafter to remove, at the customer's cost, all facilities placed, installed, or used by it pursuant to the service hereunder.
 - (3) For new installations of customer-owned street lighting facilities, the customer shall extend the street lighting circuits (wires or cables, poles or conduits) to the Company's designated point(s) of service and provide a Company approved in-line disconnecting device in accordance with Company specifications.
 - (4) The customer shall, at its own expense, upon 30 days written notice from the Company or joint-owner (except that where such 30 day notice is not possible, as much notice as is possible will be given), relocate or replace its facilities, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Company or joint-owner in the maintenance, replacement, removal or relocation of said poles. If the customer fails to relocate or transfer its facilities in the time frame provided by the Company, the Company reserves the right to relocate or transfer such facilities at the customer's expense. In cases of emergency, the Company or joint-owner may relocate, replace, remove or transfer the customer's facilities and the customer shall reimburse the Company or joint-owner for the costs and expenses incurred. Notwithstanding the foregoing, the Company will endeavor to advise the customer of substantial projects as far in advance as practicable.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(C) Attachments

- (1) The Company shall permit the customer to attach its street lighting fixtures to existing poles along public streets, roads, alleys, ways and highways which are owned solely or jointly by the Company provided (a) if such pole is jointly owned, the consent of the other joint owners is not required or, if required, is obtained by the customer without cost to the Company, (b) such attachment is determined to be feasible by the Company, (c) such attachment does not (or, at the customer's expense, can be made not to) conflict with the existing rights of any other licensee, (d) if such pole has been installed pursuant to private easement, the consent of the private property owner is not required or, if required, is obtained by the customer without cost to the Company and (e) the customer agrees to pay the charges, if any, pursuant to Special Provision B.1.
- (2) The Company shall charge and the customer shall pay a Field Survey Charge of \$81.00 per on-site and/or office survey at the request of the customer when the customer intends either to make a new lighting attachment or relocate or alter an existing lighting attachment, in order to determine if the support(s) can safely and reasonably accommodate the requested lighting attachment. The Field Survey Charge includes a survey of up to ten contiguous potential street lighting locations.

(D) Connections and Disconnections of Service

- (1) The Company shall make all connections to and disconnections from its distribution system and charge the customer in accordance with Special Provision D.3. The initial connection of a customer-owned luminaire at a particular location will be performed at no charge to the customer, provided that such connection is performed during the Company's normal business hours. If such connection is performed at a time other than during the Company's normal business hours, the charges of Special Provision D.3 shall apply. Should the customer request a subsequent reconnection or disconnection, or should the Company disconnect service pursuant to General Information Section No. 11 or Special Provisions G.1 or B.4, the customer shall pay a reconnection and/or disconnection charge as set forth in Special Provision D.3.
- (2) Upon not less than 30 days prior written notice to the Company, the customer may request that the lighting of any luminaire or luminaires be discontinued. The Company shall have the right to remove all facilities serving such luminaires.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(D) Connections and Disconnections of Service (Continued)

- (3) The customer shall pay \$280.00 for each electrical point of connection of the customer's overhead or underground facilities to the Company's overhead or underground facilities provided that such connection is performed during the Company's normal business hours. If such connection is performed at a time other than during the Company's normal business hours, a charge of \$420.00 shall apply.

Subsequent reconnections and disconnections including any pursuant to Special Provisions D.1, G.1 and B.4 shall be at the charges shown above; however, a disconnection and reconnection at a particular location which can be performed by the Company in a single operation will be billed only as one reconnection.

- (4) The Company and the customer agree that:
- (a) The applicable customer facilities shall be disconnected by the Company and physically removed by the customer within 30 days of termination of all or any part of the service being rendered under this Service Classification.
- (b) The customer shall, within 30 days of written notice by the Company, remove its equipment from Company-owned facilities when the Company no longer requires the facilities for its own use and plans to remove them.
- When the facilities are jointly owned and the Company no longer requires the facilities for its own use, the Company may permit the customer to continue to use the facilities.
- (c) If a customer fails to remove its equipment in the time frames specified above, the Company reserves the right to remove such equipment at the customer's expense.
- (d) In the event of an emergency or immediate safety concern, the Company may disconnect service without liability. Under such circumstances, it will be the customer's responsibility to arrange for reconnection of service when approved by the Company.
- (5) The Company will not extend its distribution system solely for street lighting purposes in any portion of a roadway where the abutting property on both sides of a roadway outside the limits of the street is owned by the customer.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(E) Record Keeping

- (1) The Company shall have the right, by means of a field investigation, to verify ballast compliance (see Special Provision G.3) as well as lamp sizes, types and numbers. If additional lamps have been installed, or higher wattage lamps are found in the field, which were not previously reported to the Company by the customer, the Company will bill the customer for energy as though the lamps were in service at the time of the prior field inspection unless the customer can establish a lesser period of service.
- (2) At the end of each calendar year, the Company shall furnish to the customer an inventory, separately stated, of all street lighting equipment owned or maintained by the customer and receiving service under this Service Classification. The customer shall verify such inventory within 60 days. If the Company does not receive a written response from the customer within this time period, the customer will be deemed to have agreed with such inventory.
- (3) The customer shall be responsible for all engineering design, construction, mapping and maintenance of its facilities.
- (4) For new installations, the customer shall, upon initially requesting service, or additional service, submit a detailed drawing of the geographical area to be illuminated, showing the location, number, type, size, and burning hours of lamps to be installed. Within 15 days after completion of work, the customer shall submit an "as built" layout to be used by the Company for billing purposes, recording service locations and transformer loading.
- (5) The customer shall promptly notify the Company of all subsequent lamp installations, removals or upgrades. Within 30 days thereafter the customer shall submit to the Company a detailed drawing showing the location, including Company pole numbers, date of installation, removals or upgrades, and the number, type, size, wattage and burning hours of lamps. Where applicable, wattage rating shall include load impressed by associated ballast. (Such notification shall not apply to replacement of lamps with lamps of like type, size, wattage and burning hours.)
- (6) The customer shall provide, in a manner acceptable to the Company, ownership and luminaire identification of its equipment, which identification is visible from the ground.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(F) Removal of Company Facilities

The Company shall remove its existing luminaires and support arms, or luminaires only, upon written request of the customer, provided the customer shall pay to the Company all costs incurred by the Company associated with such removal. The customer shall not remove Company-owned luminaires or support arms. This provision does not supersede any charges applicable under Service Classification No. 4.

(G) Customer Lights and Equipment

- (1) The Company shall have the right to discontinue service to or remove any customer-owned equipment which in the opinion of the Company shall have become unsafe for further service for any cause beyond the Company's control, giving prompt notice thereof to the customer.
- (2) The Company shall have the right to remove any Company-owned equipment, or to discontinue service to customer-owned equipment, which in the opinion of the Company shall have become unsatisfactory for further service by reason of deterioration, damage, or any other cause beyond the Company's control. Replacement shall be limited to equipment considered appropriate by the Company at the date of re-installation.
- (3) The Company shall specify the point(s) of service, character of service to be rendered and the acceptability of the type and location of equipment to be attached or connected to the Company's facilities, prior to the customer installing street lighting facilities to be served under this Service Classification.

The installed luminaire shall have an overall initial power factor of greater than 90%, regardless of the type of light to be installed, unless otherwise approved by the Company. Attachments and/or connections shall be made in accordance with the specifications of the National Electric Safety Code and Company specifications. Company specifications shall include the specifications of other joint users or prior licensees to the extent customer is advised thereof by the Company. The Company or other joint user may restrict the type of equipment and bracket support to be installed on a pole.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(G) Customer Lights and Equipment (Continued)

- (4) The customer will submit on request by the Company, the following rating and wattage data regarding the lamps and auxiliary equipment it proposes to use:
- (a) Name and trade-mark of manufacturer; and
 - (b) The wattage, rated initial lumens and power factor.

The Company shall have the right from time to time to inspect and make tests of the customer's equipment as installed or of samples furnished by the customer in connection with the supply of service hereunder.

(H) Outages

- (1) The customer shall be responsible for making the initial investigation of customer-owned luminaire outages. If the customer is unable to correct the outage condition, the customer shall report the outage to the Company. If the Company responds to an outage of a customer-owned luminaire and finds that the outage was caused by customer-owned equipment, the customer shall reimburse the Company for the costs incurred by the Company in responding to the outage.
- (2) If the Company is suitably notified of an outage of a luminaire served under Service Type A or B, it will endeavor to restore service within two nights of said notice. Should the Company be unable to restore service within two nights it shall apply a credit to the customer's bill as follows:

$$\text{Credit} = \frac{\text{Total Applicable Nights} \times \text{Total Monthly Charge}}{\text{Total Nights in the Billing Period}}$$

$$\text{Applicable kWh} = \frac{\text{Total Applicable Nights} \times \text{Monthly Burn Hours} \times \text{Total Wattage}}{\text{Total Nights in the Billing Period} \times 1,000}$$

$$\text{Total Applicable Nights} = \text{Total Outage Nights Minus Two Nights}$$

The Company will not supply credits for outages caused by the customer's equipment. Upon finding that a reported outage is in service without a restoration having been reported by the customer, the Company shall notify the customer promptly thereof and may decline to apply any credit for such outage.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(H) Outages (Continued)

- (3) When a luminaire served under Service Type A or B is found illuminated during daylight hours, the Company shall notify the customer and the customer shall have 48 hours to repair such luminaire. If the luminaire is not repaired within 48 hours, the customer will be assessed a daily charge retroactive to the first day of the month of such finding and until the lamp has been repaired and the Company has been so notified. Such daily charge shall be determined as follows:

$$\text{Daily Charge} = \frac{4,660 \text{ hrs/yr} \times \text{Lamp Wattage}/1,000 \text{ Watts/kW} \times \text{Rate (\$/kWh)}}{365 \text{ days/yr}}$$

$$\text{Rate (\$/kWh)} = \text{Sum of RATES – MONTHLY, Parts (1), (2), (3), (4), (6) and (7) for the billing month}$$

(I) Tree Trimming

The customer authorizes the Company, insofar as it lawfully may, to trim, cut, remove and to keep trimmed, cut and removed any trees and all other obstructions which, in the opinion of the Company, interfere with or may tend to interfere with the construction, operation and maintenance of the Company's service under this Service Classification. Tree trimming required for light distribution on the highway, street and/or sidewalk surfaces is the responsibility of the customer, and shall be done by the customer or at the customer's expense.

(J) Customer Purchases of Company Facilities

The customer may, at its option, elect to purchase all or a portion of the Company's street lighting system being used to serve the customer. Such purchase may consist of a purchase of both luminaires and associated support arms, or a purchase of only support arms. The following guidelines will apply to any sale of the Company's street lighting facilities:

- (1) A customer desiring to purchase the street lighting system being used to serve it shall inform the Company in writing of such desire, and indicate which portion of that system it desires to purchase. The lights and support arms to be purchased, or the support arms to be purchased, must be all such facilities contained in a single contiguous geographic area, defined as being an area bounded on all sides by a public right of way and containing all area within those bounds.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

- (J) Customer Purchases of Company Facilities (Continued)
- (2) The customer must purchase a minimum of 10% of the lights and/or support arms that were owned by the Company within the municipality prior to any purchase(s) made under this rule, and the facilities associated with those lights, or 100 lights and/or support arms and their associated facilities, whichever is greater. If there are less than 100 lights owned by the Company within the municipality, the customer will be required to purchase all of the lights and/or support arms.
 - (3) The Company and the customer shall execute a written agreement for the customer's purchase of all or a portion of the Company's street lighting system being used to serve the customer. Such written agreement shall include all terms and conditions of the sale, including but not limited to the sale price and time frame of the sale. The Company may contract to sell the system in increments over an agreed upon time frame or to accept payments in installments, upon payment and other terms acceptable to the Company.
 - (4) The Company will develop an estimate of the costs that it will incur to physically separate the system being sold from the rest of its distribution system in order for the Company to meet all applicable codes and regulations. This estimate will not include costs that the customer may incur in order for the customer to meet any codes and regulations that may apply to it.
 - (5) The actual purchase price of the street lighting system may be negotiated between the Company and the customer. The Company will determine a proposed purchase price of the equipment, taking into account factors which may include, but are not limited to, the market value of the street lighting system to be sold, the remaining book value of the street lighting system to be sold, any applicable taxes, and any other costs which the Company may incur in order to complete the sale.
 - (6) Within 90 days of a customer providing written notice to the Company of its desire to purchase all or a portion of the Company's street lighting system being used to serve the customer, the Company will respond, in writing, with the proposed itemized purchase price and the estimate of separation costs. The customer shall be given 180 days from the issuance of an initial proposed purchase price to commit to move forward with the purchase process. The Company shall not be required to provide a purchase price for all or a portion of the Company's street lighting system more than once in any 12-month period.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(J) Customer Purchases of Company Facilities (Continued)

- (7) The Company shall file a petition pursuant to Public Service Law §70 within 60 days of an executed purchase agreement between the Company and the customer.
- (8) Any purchase of the Company's street lighting system will require the installation by the customer of a Company-approved disconnect device on all street lights. The installation of the disconnect devices must be completed by the time specified in the written agreement; however, the maximum time that will be allowed in any written agreement for the customer to provide to the Company proof of the installation of the disconnect devices will be within 24-months of the transfer of the street lighting system by the Company to the customer. On the date of such transfer, the customer shall provide the Company with an irrevocable letter of credit or other form of security acceptable to the Company in an amount adequate to cover the costs, as determined by the Company, of installing the disconnect devices. Should the customer not provide proof of the installation of the disconnect devices on all purchased street lights within the time specified in the written agreement, the Company shall notify the customer of its intention to perform such work on the customer's behalf. Upon completion of such work, the Company shall determine its actual costs of performing such work, inclusive of all applicable overheads and shall invoice the customer for such amount. If that invoice is not paid within 15 days, the Company may draw on the letter of credit or other form of security provided by the customer. Once the installation of the disconnect devices is completed, the Company shall either release any security amounts in excess of such costs or include any remaining costs of such work in its bill to the customer for street lighting service. Such letter of credit or security shall be required for all agreements entered into after November 1, 2016.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(J) Customer Purchases of Company Facilities (Continued)

- (9) The owner(s) of street lighting systems must provide that any personnel that work on such street lighting systems will be qualified by complying with established regulations and standards associated with the work to be conducted. To identify requirements related to safety or the construction, repair, or maintenance of the street lighting system, the owner(s) should consult among other documentation, the Occupational Health and Safety Administration ("OSHA") requirements, including but not limited to OSHA 1910.269, "The Electric Power Generation, Transmission, and Distribution" standard, the National Electrical Code (NEC), the National Electric Safety Code (NESC), the New York State Labor Law governing how close workers (qualified) and non-workers (unqualified) can get to energized equipment at primary and/or secondary voltages, and requirements by the New York State Department of Transportation.
- (10) The customer may file a petition with the Commission at any time to facilitate sale of the Company's street lighting system. Such petition must comply with the requirements of § 70-a of the Public Service Law, the requirements of the Commission's Rules of Procedure, 16 NYCRR Part 3, and any other applicable requirements.

SERVICE CLASSIFICATION NO. 6 (Continued)

SPECIAL PROVISIONS: (Continued)

(K) Company Purchases of Customer Facilities

If the customer wishes to transfer customer-owned luminaires to the Company, the customer will provide the Company with a minimum of 30 days written notice of its intention including locations, types, wattages, lumen ratings and maintenance records of lamps to be transferred. Upon the receipt of such notice, the Company will conduct a field investigation at the customer's sole cost to determine whether the luminaires to be transferred comply with the Company's specifications and standards. If any luminaire fails to so comply, the Company can refuse to accept the transfer of such luminaire, until such luminaire is brought into compliance, at the customer's sole cost. The Company shall not accept luminaires that are not compatible with its system or for which the Company does not have maintenance capability.

The actual purchase price of the street lighting system may be negotiated between the Company and the customer. The Company and the customer shall execute a written agreement for the Company's purchase of lights from the customer. Such written agreement shall include all terms and conditions of the sale of the lights, including but not limited to the sale price and time frame of the sale.

The Company shall have no obligation to purchase luminaires from a customer.

(L) Liability

The failure of the Company to furnish any part of the service to be provided under this Service Classification shall not be construed as a breach of contract or render the Company liable for damages to the customer if such failure is caused by reason of accidents, strikes, state or municipal interference, action of the elements or other causes beyond the reasonable control of the Company, by absence of a report to the Company of lamps not burning or by the inability of the Company to obtain, without legal proceedings, the necessary consent for the erection of the poles, wires and other equipment required to furnish the service herein contemplated.

The service to be provided under this Service Classification is intended solely for the benefit of the customer. This Service Classification shall not be construed as creating any duty to, or standard of care with reference to, or any liability to, any third party.

The customer shall indemnify and save harmless the Company from and against all liability for damages or injuries to persons or property arising from the installation or maintenance of any customer owned equipment or any act of the customer, its agents, servants or employees.