
INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Indemnification (Cont'd)

2.6.5 Where any claim arises out of the Company acting as a Resp. Org. or where DeltaCom Inbound 800 Service is not made available on the date committed, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or as provide with a number(s) Claims against the Company, its directors, officers, employees, representatives and agents who order, or as provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in a third party directory assistance data base or are included in an incorrect form, or Vertical Features are not obtained or obtained in error, and any such failure or failures is due solely to the negligence of DeltaCom, in such case the Company's liability, if any, is limited to the lesser of A. the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or B. the sum of \$1,00\$0.0\$0. The Company shall not be liable at all for the use, misuse, or abuse of a Customer's inbound 800 service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's 800 number by mistake. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties. In the event that DeltaCom causes the mis-routing of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

2.6.6 Errors or Damages Caused by System Date Limitation

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.