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INTRASTATE LOCAL SERVICE

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (3) Emergency 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (i) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (ii) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arises out of the negligence or other wrongful act of Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
  - (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
  - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or