

**RCLEC, Inc.**  
**P.SC. No. 3 – Local Wholesale Access Tariff**

**Section 2**  
**Page No. 3**  
**Revision No: 0**  
**Superseding Rev. No.:**

**Effective Date: February 5, 2013**

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**REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability**

**B) (Cont'd)**

- 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions.

- C) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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Issued By:

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