

SBC Long Distance, LLC  
d/b/a AT&T Long Distance  
NY PSC Tariff No. 1 – Telephone

---

Original Page 24

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes (continue)

- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

---

Issued: March 25, 2009

Effective: April 27, 2009

Donna Daniele, Area Manager  
5130 Hacienda Drive, Dublin, California 94568