## SECTION 2 – RULES AND REGULATIONS, CONT'D.

## 2.2 LIMITATIONS ON LIABILITY, CONT'D.

## 2.2.1 Indemnification and Limits on Liability, Cont'd.

## A. Cont'd

- 5. Any infringement, breach 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 the 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 arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
- 7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof:

Issued By: Julie P. Laine, Secretary
Time Warner ResCom of New York, LLC

60 Columbus Circle New York, NY 10023 Issue Date: June 5, 2009

Effective Date: July 5, 2009