
INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 LIABILITY (Cont'd)

- F. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- G. In no event shall the Company or any of its Affiliates be liable to Customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if Customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- H. Customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the Customer's performance of its obligations and duties under this Tariff; and the Customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or Services to Customer under this Tariff.