
SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of a Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TC Systems, Inc. Service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4 Claims

The Company shall be indemnified and held harmless by a Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the services pursuant to this tariff involving (1) Claims of third parties, including patrons or Customers of a Customer, arising out of, resulting from, or related to use of the Services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Services; (3) Claims for patent infringement arising from combining or using the services and equipment furnished pursuant to this tariff in connection or in combination with facilities or equipment not furnished by Company; and (4) All other Claims arising out of any act or omission of a Customer, or Customers or patrons of a Customer, in connection with the Services made available to the Customer pursuant to this Agreement. The Customer agrees to defend Company against any such Claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claim.