

Charter Fiberlink NY-CCO, LLC
Within the State of New York

New York PSC No. 3 - Telephone
Leaf 14
Revision: Original

Section 2 - Rules and Regulations (cont'd)

2.1. Obligation and Liability of the Telephone Company (cont'd)

2.1.3. Liability

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows:

- A. If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.

The advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company. The Telephone Company will assure, however, that its local exchange access lines meet standards.

The Customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:

- Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
- Any defacement or damage to the Customer's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company, or its employees.
- Any accident, injury, or death occasioned by its equipment or facilities when such is not due to the negligence of the Company.
- Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities, claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

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Issued By:

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