

Charter Fiberlink NY-CCO, LLC
Within the State of New York**New York PSC No. 3 - Telephone**
Leaf 71
Revision: Original

Section 7 - Long Distance Services (cont'd)

7.1. Terms of Service (cont'd)

7.1.3. Limitations (cont'd)

The Telephone Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Telephone Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service. The Telephone Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Telephone Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. The Telephone Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Telephone Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When the Telephone Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

7.1.4. Liabilities of the Telephone Company

The Telephone Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does the Telephone Company's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur.

When the facilities of other carriers are used in establishing connections to points not reached by the Telephone Company's facilities, the Telephone Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless the Telephone Company from any third-party claims for such damages referred to in this Section.

In no event will the Telephone Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Telephone Company will not be liable for claims or damages resulting from or caused by:

- A. Customer's fault, negligence or failure to perform Customer's responsibilities;
- B. Claims against Customer by another party;
- C. Any act or omission of any other party; or
- D. Equipment or service furnished by a third party.

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Issued By:

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