

ADVANCED CORPORATE NETWORKING, INC.
PSC No.: 1 Telephone
Initial Effective Date: August 25, 2011

Leaf: 10
Revision: 0
Superseding Revision:

2. REGULATIONS (Continued)

2.5 Liabilities of the Company

- 2.5.1 The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, Interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued where applicable.
- 2.5.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- 2.5.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.5.4 The Company shall be indemnified and held harmless by the Customer against:
- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
 - c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.5.5 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.