

NY PSC Tariff No. 7 – TELEPHONE
PAETEC Communications, Inc.
Initial Effective Date: 04/10/2008

Section : 6 Leaf: 16
Revision: 0

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (CONT'D)

6.4.19 NOTICES

All notices under this tariff or ICB contracts must be in writing and sent via an overnight courier that provides evidence of delivery to the following address:

PAETEC
Attention: General Counsel
600 Willowbrook Office Park
Fairport, NY 14450

6.4.20 LIMITATION OF LIABILITY

Where not in conflict with other sections of this tariff, the Company will take reasonable precautions to prevent damage to the Customer or vendor equipment, however, PAETEC's liability for any damage to Company's equipment is limited to the amount of actual damages or \$1,000 dollars, whichever is less.

The Company will not be responsible for any special, indirect, consequential or incidental damages, including but not limited to lost profits. The Customer or vendor agrees to indemnify, defend and hold the Company harmless from any and all liabilities, losses, damages, claims, actions, expenses and costs (including attorney's fees) incurred by or asserted against the Company that result from:

- A. The customer or vendor use of the space;
- B. Any third party that the Customer or vendor permits to use or visit the space; and
- C. Any violation of these tariff terms or ICB contracts by the Customer or vendor; and
- D. The Customer or vendor in violation of any law or regulation.

Issued By: Charles Sieving, EVP, Secretary & General Counsel, Fairport, New York