

PSC NO: 1 LOCAL EXCHANGE SERVICE
SBC Long Distance, LLC d/b/a SBC Long
Distance, d/b/a AT&T Long Distance
Initial Effective Date: February 9, 2006

Leaf: 28
Revision: 0

Superseding Revision:

2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omissions, interruptions, disconnection, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment of facilities, acts of a third party, or the acts or omissions, or negligence of the Company, its employees or agents.

2.2.3 The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, disconnection, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors and their directors, officers or employees, will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Service, equipment or facilities, acts of a third party, or the acts or omissions, or negligence of the Company's suppliers and vendors, its directors, officers or employees.

2.2.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service is rendered, except as otherwise permitted by the Commission's rules and regulations.

Issued by: Carol Paulsen, Director-Regulatory Relations, San Antonio, Texas 78215