

NY PSC Tariff No. 7 – TELEPHONE
PAETEC Communications, Inc.
Initial Effective Date: 02/22/2004

Section : 1 Leaf: 8
Revision: 0

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.1 LIABILITY OF THE COMPANY (Cont'd)

The Company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

1.3.2 CLAIMS

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, Claims:) arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

1.3.3 TESTING, MAINTENANCE, AND ADJUSTING

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

Issued By: Richard E. Ottalagana, Executive Vice President, Fairport, New York