

Level 3 Communications, LLC
PSC NO. 9 - TELEPHONE
Interexchange Service
Effective Date: October 16, 2019

Section 2
Leaf 6
Revision: 0
Superseding Revision:

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1 USE OF FACILITIES AND SERVICES

2.1.2 Limitations on Liability (Cont'd)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.2.g as a condition precedent to such installations.
- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

Issued by: Chantel Mosby

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NY2019-012

Cancelled effective 06/01/2023.