

CenturyLink Communications, LLC
PSC NO. 1 - TELEPHONE
Interexchange Services
Effective Date: July 23, 2015

Section 2
Leaf 42
Revision: 0
Superseding Revision:

2. GENERAL REGULATIONS

2.4 LIABILITY OF THE COMPANY/LIMITATIONS OF LIABILITY (Cont'd)

- L. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs. If, for whatever reason, the Company is found to be responsible to the customer for monetary damages relating to any services obtained through the Company under this Tariff, the Company's liability will not exceed the amounts the customer was charged for the affected services during the affected period.
- M. The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. This limitation of liability does not apply to claims arising from Subscriber's indemnification obligations listed herein.
- N. In no event shall the Company or any of its Affiliates be liable to customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if customer advises the Company of the foresee ability, possibility, likelihood, probability or certainty of such loss or damage.
- O. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.

Issued by: Chantel Mosby

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