

CenturyLink Communications, LLC  
PSC NO. 3 - TELEPHONE  
Grandfathered Local Exchange Service  
Effective Date: July 23, 2015

Section 2  
Leaf 5  
Revision: 0  
Superseding Revision:

## SECTION 2 – REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY

#### 2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- H. Notwithstanding the customer's obligations as set forth in 2.3.2, following, the Company shall be indemnified, defended, and held harmless by the customer or by others authorized by it to use the service against any claim, loss of damage arising from customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the customer or others, All other claims arising out of any act or omission of the customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- I. 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 customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold 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 the customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

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Issued by: Chantel Mosby

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