

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

Section 2
Leaf 4
Revision: 0
Superseding Revision:

SECTION 2 – REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's customer's facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.
- E. The Company shall not be liable for any damages or losses due to the fault of negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.
- F. 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 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, condition, location, or use of installation provided by the Company. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- G. The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

Issued by: Chantel Mosby

Director - Tariffs, CenturyLink
100 CenturyTel Drive, Monroe, LA 71203