

X5 OpCo LLC
New York P.S.C. No. 1 - Telephone
Initial Effective Date: July 21, 2016

Original Sheet No. 12
Revision 0
Superseding Revision

Switched Access Tariff

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

9. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
10. Any non-completion of calls due to network busy conditions;
11. Any calls not actually attempted to be completed during any period that Service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company except where such damage is as the result of the Company's negligence;

F. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within ninety (90) calendar days after the date of the occurrence that gave rise to the claim.

Issued by:

Gregory Forrest
President and CEO
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Seattle, WA 98104