

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

Original Sheet No. 11
Revision 0
Superseding Revision

Switched Access Tariff

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

4. Breach in the privacy or security of communications transmitted over the Company's facilities;
5. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
6. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, except where such damage is as the result of the Company's negligence;
7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities, except where such damage is as the result of the Company's negligence;
8. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

Issued by:

Gregory Forrest
President and CEO
X5 OpCo, LLC
1008 Western Avenue, Suite 400
Seattle, WA 98104