

ETRALI NORTH AMERICA, LLC
P.S.C. NO 1 TELEPHONE
Effective Date: July 20, 2016

Leaf: 7
Revision: 0
Superseding revision:

1.0 DEFINITIONS

Claims: Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees), for any personal injury, death or damage to tangible or intangible property or rights, arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service hereunder, regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal therefrom.

Commission: New York Public Service Commission.

Company: Etrali North America, LLC.

Competitive Local Exchange Carrier (CLEC): A company, other than an ILEC, certified by the Commission to offer local exchange telecommunications service.

Customer: The person, firm, corporation or other entity which orders or uses Service, has agreed by signature or otherwise to honor the terms herein, or receives Service under any Customer Contract. Customer is responsible for the payment of rates and charges for Service to all customer locations and for adherence to the terms and conditions of this Tariff. The Customer is not necessarily the End User of the Company's Service.

Customer Contract: A written agreement duly executed by Company and Customer providing terms and conditions for the provision of services.

End User: A user of any Service provided by or through the Company, regardless of whether such person is a Customer.

Issued By: Douglas Kortrey, Vice President and Secretary, Etrali North America, LLC,
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