

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

Leaf: 19  
Revision: 0  
Superseding revision:

---

## 2.0 RULES AND REGULATIONS (CONT'D)

### 2.7 Liabilities of the Company (Continued)

#### 2.7.4 Limitation of Damages

If Company has any liability that is not excluded or limited above, Company's entire liability for such Claims regardless of the form of action (including contract, tort, strict liability or otherwise) shall be limited to the following:

- A. For damages to real or tangible personal property, Company's liability shall be limited to proven direct damages;
- B. For bodily injury to or death of any person, Company's liability shall be limited to the proven general and special damages;
- C. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any delayed installation of Company facilities or commencement of Service shall be limited to proven direct damages in an amount not to exceed One Hundred Dollars (\$100.00);
- D. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any other claims shall be limited to proven direct damages in an amount not to exceed the total of all payments made by the Customer to the Company within the twelve month period prior to the date the Claim arose.

### 2.8 Indemnity

The Company shall be indemnified, defended and held harmless by the Customer and/or by others authorized by Customer to use the Service, against any claim, loss or damage arising from the use or inability to use the Service 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; patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; and 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.

---

Issued By: Douglas Kortrey, Vice President and Secretary, Etrali North America, LLC,  
1500 Plaza 10, 15th Floor, Jersey City, New Jersey 07311