

**Birch Communications of the Northeast, Inc.**  
**d/b/a Birch**  
PSC No: 2 - Telephone  
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ACCESS SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D)

5.2 Billing & Collection (Cont'd.)

5.2.1 Recording Service (Cont'd.)

B. Liability of the Company

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity shall attach to the company for its action or the conduct of its employees in providing recording service.

C. Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless the customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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Issued By: Gordon P. Williams, Jr., Senior Vice President & General Counsel