

Light Tower Fiber Long Island LLC
d/b/a Lighttower Fiber Networks
P.S.C. No. 1 – Communications
Effective Date: March 29, 2013

Leaf No. 16
Revision: 0
Superseding revision:

- 2.2.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid or payable to the Company by the Customer during any twelve (12) month period for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service is rendered, except as otherwise permitted by the Commission's rules and regulations.
- 2.2.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS SERVICE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS TARIFF.
- 2.2.6 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.2.7 The Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.3 Provision of Equipment and Facilities
- 2.3.1 General
- (A) The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

Issued By: Leslie Brown, Vice President and Deputy General Counsel
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