

SBC Long Distance, LLC
d/b/a AT&T Long Distance
NY PSC Tariff No. 1 - Telephone

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

- 2.2.15 Except for Operator Toll Assistance Services, Service(s) in this Tariff are not available for coin or semi-coin telephone stations unless otherwise indicated for a specific Service offering.
- 2.2.17 The Company does not generally provide echo suppression. However, for AT&T Long Distance Toll FreeSM Service to reach the long distance network, the Company, not the Customer, will (C) determine when echo suppression will be provided.

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3 of this Tariff in connection with the provision of Service to the Customer.

- 2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.
- 2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.
- 2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, or the sum of \$10,000. The liability of the Company for gross negligence shall be limited to an shall in no event exceed \$10,000.
- 2.3.4 Reserved for future use.
- 2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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