

TERMS & CONDITIONS DOCUMENT

---

**Section 18 - Limitation of Liability and Disclaimer of Warranty (cont'd)**

**18.4 (cont'd)**

- 18.4.2** For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in Schedule CLC 2-T, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- 18.4.3** For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- 18.4.4** For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

**18.5 Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone**

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

**18.6 Loss Arising From Non-Delivery of Written Messages**

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

**18.7 Errors in Information Furnished by Directory Assistance Operators**

The Company shall allow a credit for errors in telephone numbers or other information furnished by Pacific Bell's Directory Assistance an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "0" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

**18.8 Limitation of Company's Liability for Installation Delay**

The Company shall not be liable for any damages whatsoever resulting from delays in meeting Service delivery dates requested or specified by Customer, or inability to provide Service. Customer may not cancel the Agreement without incurring liability as specified in Section 8 of this document, if there is a delay in installation related to the Services unless such delay is solely due to Company and such delay is longer than 90 days beyond the parties agreed Service Commencement date; provided however that Customer has not acknowledged that installation of Services may take longer than 90 days. In no event shall Customer's liability for cancellation be waived if Company has agreed to construct or is constructing Communications Facilities to provide Service to Customer.

**Section 18 - Limitation of Liability And Disclaimer of Warranty (cont'd)**

**18.9 Limitation of Company's Liability for Force Majeure Events**

Except for granting credit allowances for interruptions of Service as provided for in this document, the Company shall not be liable for any failure of Services or degradation of Services, including but not limited to those due to: causes beyond its control, including, but not limited to, acts of God, fires, floods, or other catastrophe, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; other preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations; or any law, order, or action of any governing authority or agency thereof.

**18.10 Limitation of Company's Liability for the Facilities of Others**

The Company assumes no responsibility for the availability of performance of any systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptability as may be provided by the other entities. In addition to other limitations of liability set forth in this document, the Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or for damages associated with Service, circuits, or equipment that it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services, which are interconnected with Company Services.

**18.11 Limitation of Company's Liability for Customer's Failure to Fulfill its Obligations**

The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps to permit the provision of Services by the Company to the Customer, including without limitation:

- 18.11.1** obtaining, installing and maintaining all necessary equipment, materials, and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network;
- 18.11.2** securing all licenses, permits, approvals, rights-of-way, access rights, including the buildings, and other arrangements necessary for such interconnection; and
- 18.11.3** ensuring that Customer's equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer and in compliance with industry standards, and that such signals do not damage the Company's equipment or network or injure Company personnel or degrade service to other Customers.

**Section 18 - Limitation of Liability And Disclaimer of Warranty (cont'd)**

- 18.12** Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1."

**COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, SYSTEM EQUIPMENT OR COMPANY-OWNED OR PROVIDED EQUIPMENT USED BY THE CUSTOMER, INCLUDING ANY EQUIPMENT WITH RESPECT TO WHICH TITLE MAY TRANSFER TO CUSTOMER (EXCEPT TO THE EXTENT SET FORTH IN A SEPARATE SALE TRANSFER DOCUMENT). THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. COMPANY SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS NETWORK, AN ACCOUNT, OR THAT THE SERVICE WILL BE ERROR-FREE, WHETHER OR NOT SUCH SERVICE IS USED BY CUSTOMER OR AN END USER. IN ADDITION, COMPANY MAKES NO WARRANTY WITH RESPECT TO ANY SOFTWARE OR HARDWARE PRODUCTS ("PRODUCTS") USED OR PROVIDED BY COMPANY IN CONNECTION WITH AN ACCOUNT. ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY CLAIMS, WHETHER ACTUAL OR ALLEGED, ARE THE DIRECT RESPONSIBILITY OF THAT PRODUCT'S MANUFACTURER. COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ACTIONS OR LIABILITIES ARISING FROM THE POSSESSION OR USE OF THE PRODUCTS.**