

LIABILITY

- A. In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and of the other uses for which facilities may be furnished by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified in B through J following.
- The liability of the Company for damages: arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer or; of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable personnel supervision; shall in no event exceed an amount equivalent to the proportioned charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.
- C. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- D. The Company shall not be liable for any act or omission of any other carrier participating in the service, nor shall the Company for its own act or omission hold liable any other carrier participating in the provision of service.
- E. GCI does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.
- F. The customer indemnifies and holds GCI harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any person or persons, for any personal injury to, or death of, any person or persons, 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 such equipment where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of GCI's negligence.
- G. GCI is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instruments, apparatus and associated wiring furnished by GCI on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of GCI negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of GCI.
- H. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communication systems with GCI facilities. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- I. The customer shall insure that his equipment and/or system is properly interfaced with GCI facilities, that the signals emitted into GCI'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 the criteria set forth in Section 2.13 following, and that the signals do not damage GCI equipment, injure personnel or degrade service to other customers. If the Federal

Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communication service, GCI will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain and operate his equipment and/or system properly, with resulting imminent harm to GCI equipment, personnel, or the quality of service to other customers, GCI may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, GCI may, upon written notice, terminate the customer's service.

- J. The customer is responsible for payment of all charges for services furnished to the customer. Unauthorized use of the subscribers facilities (for which the customer is liable) includes, but is not limited to, the placement of calls from the subscriber's premises, and the placement of calls through subscriber-provided equipment which are transmitted or carried on the GCI network.

EFFECTIVE: July 16, 1995