

SECTION C – LEGAL BASIS, DUTIES AND RESPONSIBILITIES OF THE COMPANY

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(A) Legal Basis

Puerto Rico Telephone Company (the Company) will provide its services as per terms and dispositions of the 1996 Telecommunications Law of Puerto Rico (Law 213 of 1996), as amended, and Dispositions authorized by any regulatory agency with jurisdiction. Also, all applicable current laws will apply, as well as any opinion, resolution or final order issued by the administrative or judicial competent authority.

(B) Limits of Liability

The Puerto Rico Telephone Company shall not be liable for any consequential, punitive, or other damages due to interruptions of, defects in, or other problems with products or services rendered under these tariffs. The maximum obligation of the Puerto Rico Telephone Company as a result of an interruption of, defect in, or other problems with services rendered under these tariffs shall be the cancellation of the applicable charges for the applicable service or product under these tariffs for the time period during which the interruption, defect, or problem occurred. The cancellation shall be in the proportion to which the interruption, defect, or problem reduced the efficacy of the product or service during the relevant time period.

(C) Acts or Omissions

The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(D) Damages to Customer Premises

The Company is not liable for damages to the customer premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(E) Indemnification of the Company

(1) By the End User

The Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (b) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;
- (c) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

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(E) Indemnification of the Company (Cont.)

(2) By the Customer

The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:

- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (b) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the telephone Company in connection with facilities or equipment furnished by the end user or customer or;
- (c) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

(F) Explosive Atmosphere

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(G) Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in this tariff.

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