

CENTURYTEL OF COWICHE

GENERAL RULES AND REGULATIONS

E. OBLIGATION OF COMPANY (Continued)

5. Liability (Continued)

- f. (2) Claims for infringement of patents arising from combining with or using in connection with facilities of the Company;
- (3) Apparatus and systems owned by the customer; or
- (4) All other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (5) **Unauthorized Access or Hacking - Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.**

(N)  
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 (N)

F. OBLIGATION OF CUSTOMER

The customer agrees not to move, alter or molest the wiring, protection or any company owned telephone equipment on the customer's premises in any manner whatsoever, and agrees to pay all, charges arising from such molestation's or alterations or schedule charges of the Company for changing the location of the telephone apparatus under contract.

G. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS

Special assemblies of equipment or speculative projects for which provision is not otherwise made in this tariff may be provided where practicable, if not detrimental to any of the services furnished by the Company.