1   **Q.   WHAT SHOULD THIS COMMISSION'S DECISION BE WITH REGARD**

2   **TO THE LANGUAGE PERTAINING TO LIMITATION OF LIABILITY?**

3   A.   This Commission should agree that certainty of Qwest's proposed language is

4   preferable to the vagueness created by Charter's changes, and should choose

5   Qwest's language for the Interconnection Agreement.

6

7   **I.   ISSUE 6 - INDEMNIFICATION**

8   **Q.   WHAT LANGUAGE HAS QWEST PROPOSED IN THE**

9   **INTERCONNECTION AGREEMENT REGARDING INDEMNIFICATION?**

10   A.   Qwest has proposed the following language regarding indemnification:

11

12   5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless
13   the other Party and each of its officers, directors, employees and agents
14   (each an Indemnitee) from and against and in respect of any loss, debt,
15   liability, damage, obligation, claim, demand, judgment or settlement of
16   any nature or kind, known or unknown, liquidated or unliquidated
17   including, but not limited to, reasonable costs and expenses (including
18   attorneys' fees), whether suffered, made, instituted, or asserted by any
19   Person or entity, for invasion of privacy, bodily injury or death of any
20   Person or Persons, or for loss, damage to, or destruction of tangible
21   property, whether or not owned by others, resulting from the Indemnifying
22   Party's breach of or failure to perform under this Agreement, regardless of
23   the form of action, whether in contract, warranty, strict liability, or tort
24   including (without limitation) negligence of any kind.
25

26   5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer
27   of either Party arising out of or in connection with services provided to the
28   End User Customer by the Party, the Party whose End User Customer
29   alleged or incurred such claims or loss (the Indemnifying Party) shall
30   defend and indemnify the other Party and each of its officers, directors,
31   employees and agents (collectively the Indemnified Party) against any and
32   all such claims or loss by the Indemnifying Party's End User Customers

Revised 11-6-08