

1 **Q. WHAT SHOULD THIS COMMISSION'S DECISION BE WITH REGARD TO**
2 **THE LANGUAGE PERTAINING TO LIMITATION OF LIABILITY?**

3 A. This Commission should agree that certainty of ~~the language created in the 271~~
4 ~~process~~ Qwest's proposed language is preferable to the vagueness created by Charter's
5 changes, and should choose Qwest's language for the Interconnection Agreement.

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7 **I. ISSUE 6 - INDEMNIFICATION**

8 **Q. WHAT LANGUAGE HAS QWEST PROPOSED IN THE INTERCONNECTION**
9 **AGREEMENT REGARDING INDEMNIFICATION?**

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

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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 (each
14 an Indemnitee) from and against and in respect of any loss, debt, liability,
15 damage, obligation, claim, demand, judgment or settlement of any nature or
16 kind, known or unknown, liquidated or unliquidated including, but not limited
17 to, reasonable costs and expenses (including attorneys' fees), whether
18 suffered, made, instituted, or asserted by any Person or entity, for invasion of
19 privacy, bodily injury or death of any Person or Persons, or for loss, damage
20 to, or destruction of tangible property, whether or not owned by others,
21 resulting from the Indemnifying Party's breach of or failure to perform under
22 this Agreement, regardless of the form of action, whether in contract,
23 warranty, strict liability, or tort including (without limitation) negligence of
24 any kind.
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26 5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of
27 either Party arising out of or in connection with services provided to the End
28 User Customer by the Party, the Party whose End User Customer alleged or
29 incurred such claims or loss (the Indemnifying Party) shall defend and
30 indemnify the other Party and each of its officers, directors, employees and
31 agents (collectively the Indemnified Party) against any and all such claims or
32 loss by the Indemnifying Party's End User Customers