
SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) 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.
- (3) Reserved for Future Use
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
 - (a) Claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from any communications;
 - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the 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.
- (5) 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, loss, demands, suits, or other actions, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence condition, location, use or removal by any person relating to the Customer's use of services so provided.

By:

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