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**SECTION 2 – RULES AND REGULATIONS, CONT'D.**

**2.2 LIMITATIONS ON LIABILITY, CONT'D.**

**2.2.1 Indemnification and Limits on Liability, Cont'd.**

- A. Cont'd.
15. Any damage to CPE resulting from use of that system with the Service;  
and
16. Breach in the privacy or security of communications transmitted over the  
Company's facilities.
- B. The Company shall be indemnified, defended and held harmless by the Customer  
or End User from and against any and all claims, loss, demands, suits, expense,  
or other action or any liability whatsoever, including attorney fees, whether  
suffered, made, insinuated, 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 of any Company or  
Customer-provided equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to Service  
installations at locations at which there is present an atmosphere that is explosive,  
prone to fire, dangerous or otherwise unsuitable for such installations.
- D. The Company assumes no responsibility for the availability or performance of  
any systems or related facilities under the control of other entities, whether or not  
affiliated with the Company, or for other facilities provided by other entities used  
for Service to the Customer, even if the Company has acted as the Customer's  
agent in arranging for such facilities or services. Such facilities are provided  
subject to such degree of protection or non-preemptibility as may be provided by  
the other entities.