

AT&T Communications of New York, Inc.  
P.S.C. No. 24 -- Telephone  
Residential Local Exchange Services  
Effective Date: July 21, 2010

Section 2  
Leaf No. 9  
Revision: 0  
Superseding Revision:

---

## SECTION 2 – GENERAL REGULATIONS

### 2.2 LIABILITY OF THE COMPANY (Cont'd)

#### 2.2.1 Service Liability (Cont'd)

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 and authorized user from any and all claims by any person relating to the services so provided.

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

#### 2.2.2 Use of Facilities of other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, interruption or omission of the other company or companies and their agents or employees. This includes the provision of a signaling system database by another Company.