

AT&T Communications of New York, Inc.  
P.S.C. No. 23 -- Telephone  
Message Telecommunications Service  
Effective Date: July 21, 2010

Section 2  
Leaf No. 12  
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## SECTION 2-GENERAL REGULATIONS

### 2.6 LIABILITY OF COMPANY FOR SERVICE INTERRUPTIONS, ERRORS, ETC. (Cont'd)

#### 2.6.6 INDEMNIFICATION BY SUBSCRIBER

The subscriber indemnifies against (i.e., promises to reimburse the Company for any amounts the Company must pay as the result of), and saves the Company harmless against, claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Subscriber; and against all other claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the Subscriber in connection with facilities provided by the Company or the Subscriber.

#### 2.6.7 SUBSCRIBER PROVIDED EQUIPMENT

The services and facilities furnished by the Company, in addition to the limitations set forth in 2.6.1 through 2.6.6 preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Subscriber provided equipment or premises wire.

Credits attributable to any billing period under Paragraphs 2.6.1 and 2.6.3 preceding, shall not exceed the total charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

The Company's failure to provide or maintain service under this tariff shall be excused for causes beyond the Company's reasonable control including but not limited to Labor difficulties, governmental orders, civil commotions and natural catastrophe.

#### 2.6.8 ACCESS TO SUBSCRIBER'S PREMISES

The Subscriber shall be responsible for making arrangements or obtaining permission for Company employees or its agents to enter the premises of the Subscriber or ultimate User of telephone service or facilities at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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