

AT&T Communications of New York, Inc.
P.S.C. No. 26 -- Telephone
Private Line Local Channel Services
Effective Date: July 21, 2010

Section 2
Leaf No. 7
Revision: 0
Superseding Revision:

SECTION 1 - GENERAL REGULATIONS

2.3 RESPONSIBILITIES OF AT&T (Cont'd)

2.3.1 Liability (Cont'd)

- E. AT&T does not guarantee or make any warranty with respect to its local channel services when used in an explosive atmosphere. AT&T shall be indemnified, defended and held harmless by the Customer and User against all claims, losses or damages by any person relating to the local channel services provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by AT&T or shall be implied or arise by estoppel, with respect to any local channel service offered under this tariff. AT&T will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of local channel services offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.
- G. AT&T's failure to provide or maintain local channel services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, natural catastrophes, and other circumstances beyond AT&T's reasonable control, subject to the Credit Allowances for Interruptions provisions of this tariff.

Issued by: Carol E. Paulsen, Director Regulatory, Dallas, Texas 75202