

AT&T Communications of New York, Inc.
P.S.C. No. 25 -- Telephone
Private Line Services
Effective Date: July 21, 2010

Section 2
Leaf No. 5
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL REGULATIONS

2.3 RESPONSIBILITIES OF AT&T

2.3.1 Liability

- A. AT&T's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of a private line service, and subject to the provisions of B. through E. following, AT&T's liability, if any, shall not exceed an amount equal to the proportionate charge provided for under this tariff for the private line service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions (see Credit Allowances for Interruptions, Section 2.6).
- B. AT&T is not liable for any act or omission of any other carrier providing a portion of a private line service, nor shall AT&T for its own act or omission hold liable any other carrier providing a portion of a private line service.
- C. AT&T shall be indemnified, defended and held harmless by the Customer and User against all claims, losses or damages arising from the use of private line services furnished pursuant to this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from combining or using the private line service furnished by AT&T in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others relating to private line services provided pursuant to this tariff.

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