

AT&T Communications of New York, Inc.  
P.S.C. No. 22 -- Telephone  
Custom Network Services  
Effective Date: July 21, 2010

Section 2  
Leaf No. 4  
Revision: 0  
Superseding Revision:

---

## SECTION 2 - GENERAL REGULATIONS

### 2.3 RESPONSIBILITIES OF THE COMPANY

#### 2.3.1 Liability

- A. The Company'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 CUSTOM NETWORK SERVICES, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the CUSTOM NETWORK SERVICES call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of CUSTOM NETWORK SERVICES, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of CUSTOM NETWORK 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 CUSTOM NETWORK SERVICES furnished by the Company 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 CUSTOM NETWORK SERVICES provided pursuant to this tariff.

---

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