

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. 5
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL REGULATIONS

2.3 RESPONSIBILITIES OF THE COMPANY (Cont'd)

2.3.1 Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to CUSTOM NETWORK SERVICES when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to CUSTOM NETWORK 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 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 User against claims of patent infringement arising solely from the use by the Customer or User of CUSTOM NETWORK SERVICES offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by Labor difficulties, governmental orders, civil commotions, natural catastrophe, and other circumstances beyond the Company's reasonable control.

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