

BELLSOUTH LONG DISTANCE, INC.

d/b/a AT&T Long Distance Service

N.Y. DPS Tariff No. 4 - Telephone

Effective Date: April 3, 2011

Section 2

Leaf No. 4

Revision: 0

Superseding Revision:

SECTION 2 - RULES AND REGULATIONS**2.2 Limitations, (Cont'd.)****2.2.8 Indemnification by Customer**

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) 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 customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the customer's codes, services, or facilities, with or without the consent or knowledge of the customer; (2) all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of any damage to business or property, or injury to, or death of, any person, occasioned by, or in connection with, any act or omission of the customer or of any person utilizing the customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the customer.

Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

Carol Paulsen, Director Regulatory
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