

3. LIABILITY OF THE COMPANY

3.2 Limitations on Liability/Indemnity

3.2.1 The Company shall not be liable to the Customer, Authorized User, or End User for, and the Co-Carrier and any Authorized User or End User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

(A) Libel, slander, defamation, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or

(B) Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, Services, functions, or products provided by the Customer, Authorized User, or End User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer, Authorized User, or End User, at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or