

Talkie Communications, Inc.  
NY PSC Tariff No. 1  
Effective: 07/02/18

Leaf No.14  
Revision. 0  
Superseding Revision

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END-USER TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2- RULES AND REGULATIONS, (Cont'd.)

Liability of the Company (Cont'd)

- F. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Intrastate Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Intrastate Tariff
- G. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Intrastate Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Intrastate Tariff.
- H. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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By: Andrew DeMattia  
Chief Operating Officer  
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