

Atlantic Metro Communications II, Inc.
Tariff NY PSC No. 1
Effective Date: Feb. 14, 2016

Leaf No. 69
Revision: 0
Superseding Revision:

- 24.3 The indemnified Party shall have the right to defense, by counsel of the indemnitor's selection reasonably satisfactory to the indemnitee, with respect to any claims for which the indemnitor may be liable under the indemnification provisions hereof. The Parties shall give each other prompt notice of any asserted claims or actions that may be subject to an indemnity hereunder, shall cooperate with each other in the defense of any such claims or actions and shall not settle any such claims or actions without the prior consent of the indemnifying Party, which consent shall not be unreasonably withheld.
- 24.4 For purposes of this Section 24, Company agrees to look first at general commercial liability and excess or umbrella liability policies for recovery and agrees to maintain such policies in minimum coverage amounts of \$1 Million per occurrence and \$2 Million in the aggregate, respectively, throughout the Term of Service Orders.
- 24.5 The obligations of the respective Parties under the above provisions of this Section 24 shall survive the expiration or termination of Service Orders executed by the Company.

25.0 Insurance

- 25.1 The Company, during the Term of any Service Order, shall obtain and maintain insurance reasonably sufficient to meet its obligations under this Tariff and such Service Order.
- 25.2 Nothing in this Tariff shall be construed to prevent Company from satisfying its insurance obligations pursuant to this Tariff or Service Order under a blanket policy or policies of insurance that meet or exceed the requirements of this Section 25.

Issued by:

Matthew Lombardi, CEO

Effective 01/21/2016 under authority of PSC by Order made 01/21/2016 in Order Number 15-02135
Cancelled effective 02/15/2021. Atlantic Metro Communications II, Inc.
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