Atlantic Metro Communications II, Inc.   Leaf No. 68
Tariff NY PSC No. 1   Revision: 0
Effective Date: Feb. 14, 2016   Superseding Revision:

24.0   Indemnification

24.1   To the fullest extent permitted by law, Company shall indemnify Customer and save it harmless from and against any and all causes of action, claims, actions, suits, charges, damages, liabilities, costs, taxes, penalties, interest, expenses, and losses in connection with personal and/or bodily injury or death of any person whomsoever (including employees of the Parties), or damage to any property, real and personal, including environmental damages, of the other Party (whether owned, leased or licensed), including all reasonable legal expenses incurred or sustained in enforcing this indemnification, caused by the willful or grossly negligent actions or willful or grossly negligent failure to act of Company, its agents, contractors, employees and servants, in connection with the provision of Service under this Tariff or any Service Order.

24.2   To the fullest extent permitted by law and subject to the limitations set forth in Section 24, Customer shall indemnify Company and save it harmless from and against any and all causes of action, claims, actions, suits, charges, damages, liabilities, costs, taxes, penalties, interest, expenses, and losses in connection with personal and/or bodily injury or death of any person whomsoever (including employees of the Parties), or damage to any property, real and personal, including environmental damages, of the other Party (whether owned, leased or licensed), including all reasonable legal expenses incurred or sustained in enforcing this indemnification, caused by the willful or negligent actions or willful or negligent failure to act of Customer, its agents, contractors, employees and servants, in connection with the use of the Service(s) or equipment or Customer Fiber or any lease or contract right provided under this Tariff or any Service Order.