

TVC Albany, Inc. dba FirstLight Fiber
P.S.C. Tariff No. 3 – Access
Date Effective: November 30, 2016

Original Leaf 12
Revision 0
Supersedes Revision 0

INTRASTATE ACCESS SERVICE

2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Liability (cont'd)

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under its tariff and will indemnify such Customer for any damages awarded based solely on such claims.

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for Service Interruption as set forth in Section 2.4.4 following.

ISSUED BY: Jill Sandford, Vice President and General Counsel
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