

Light Tower Fiber Long Island LLC
d/b/a Lighttower Fiber Networks
P.S.C. No. 1 – Communications
Effective Date: March 29, 2013

Leaf No. 13
Revision: 0
Superseding revision:

2.1.6 Interconnection with Other Carriers

Interconnection with the facilities or service of other carriers shall be under applicable terms and conditions of an interconnection agreement. Any special interface equipment or facilities necessary to achieve compatibility between facilities of the Company and other participating Carriers will be provided at the Customer's expense.

2.2 Limitations on Liability/Indemnity

2.2.1 The Company shall not be liable to the Customer or Authorized User for, and the Customer and any Authorized 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, 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 or Authorized 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 or Authorized 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
- (C) A breach in the privacy or security of communications transmitted over its facilities unless such a breach is caused by the gross negligence or willful misconduct of the Company's agents or employees; or
- (D) Acts, mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment unless such act, mistake, omission, interruption, delay, error or defect in transmission is caused by the gross negligence or willful misconduct of the Company's agents or employees; or

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