

WN U-16  
 FRONTIER COMMUNICATIONS NORTHWEST INC.

1<sup>st</sup> Revised Sheet 4  
 Canceling  
 Original Sheet 4

**FACILITIES FOR INTRASTATE ACCESS**

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligation of the Customer (Cont'd)2.3.7 Reserved For Futures Use

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2.3.8 Reserved For Futures Use

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2.3.9 References to Telephone Company

The IC may advise its end users that certain FIA are provided by the Telephone Company in connection with the service the IC furnishes to its end user; however, the IC shall not represent that the Telephone Company jointly participates in the IC's services.

2.3.10 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the FIA provided under this tariff, any circuit, apparatus, system or method provided by the customer, the IC or its end users.

(B) The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's FIA provided under this tariff including, without limitation: Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the FIA provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

2.3.11 Coordination With Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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