

ARTICLE VI  
INDEMNIFICATION AND DAMAGES

1. To the extent permitted by law, ECS's liability arising from building operating, maintaining and owning the Conduit System, granting Tenant licenses hereunder to access and Occupy space in the Conduit System, and performing Custom Work for Tenant, shall be limited to any property damage caused by the negligence of ECS to Tenant's Facilities in the Conduit System. ECS shall not be liable to Tenant for any interruption of Tenant's services or for interference with the operation of Tenant's Facilities arising in any manner out of Tenant's use of the Conduit System.
2. To the extent permitted by law, Tenant shall indemnify and hold harmless ECS and Verizon (solely in its capacity as ECS's parent corporation), their officers, directors, affiliates and employees from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs to the extent reasonable) caused by, arising out of or resulting from the performance or nonperformance of this Agreement or the work activities of Tenant, provided that any such claim, cost, loss, injury or damage: (i) is attributable to bodily injury, sickness, disease or death, of persons, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any negligent or willful act or omission of Tenant or anyone employed by Tenant for whose acts it may be liable. Notwithstanding the above, no owner, officer, director, employee or agent of Tenant shall have any personal liability arising from any obligation, or caused by, arising out of or resulting from the performance or nonperformance of this Agreement.
3. Should ECS remove any of Tenant's Facilities ECS' Conduit System consistent with the Articles of this Agreement, ECS shall deliver the Facilities to Tenant so removed upon payment by Tenant of the cost of removal, storage and delivery, and all other amounts due ECS. ECS shall have a lien on Tenant's Facilities removed from the Conduit System, with power of public or private sale, to cover any amounts due ECS. Such liens shall not operate to prevent ECS from pursuing, at is option, any other remedy in law, equity or otherwise.