

ZenFi Networks, LLC
Tariff NY PSC No. 2
Effective Date: March 12, 2019

Leaf No. 39
Revision: 0
Superseding Revision:

Networks, LLC's then-standard terms and conditions, including rates, for such cross connections.

- 28.2 Customer shall, at its sole cost and expense, acquire, install, operate and maintain all electronic and optronic equipment necessary for Customer to light the Customer Fibers or for Customer's transmission of information over the Customer Fibers consistent with the terms of this Tariff and any applicable Service Order(s).
- 28.3 Except as otherwise expressly provided in any applicable Service Order(s), Customer may not sell, assign, transfer, convey or swap ("Transfer") any of its rights to, in or with respect to the Service or the Customer Fibers to any third party during the Term, unless ZenFi Networks, LLC grants, in its sole discretion, express advance written approval.
- 28.4 Notwithstanding any permitted Transfer, Customer shall remain liable for all Customer obligations under this Tariff for the Term and, prior to any permitted Transfer, shall also require any assignee to abide by and be bound by the terms and conditions of this Tariff and any applicable Service Order(s) in its or their entirety.
- 28.5 Without the prior written approval of ZenFi Networks, LLC, Customer shall not undertake any installation, connection, upgrade or modification to the Customer Fibers or the Service.
- 28.6 Customer shall indemnify ZenFi Networks, LLC against and hold ZenFi Networks, LLC and the ZenFi Networks, LLC Facilities and Customer Fibers free and clear of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of any work done by or on behalf of Customer in connection with the Customer Fibers and the Service. Nothing contained in this Tariff or any applicable Service Order(s) shall be deemed to constitute a consent of ZenFi Networks, LLC to subject the ZenFi Networks, LLC Facilities or Customer Fibers to liability under any mechanics' or other lien law. If Customer receives notice that a lien has been or is about to be filed against the ZenFi Networks, LLC Facilities or Customer Fibers, or any action affecting title to the ZenFi Networks, LLC Facilities or Customer Fibers has been commenced on account of work done by or on behalf of Customer, or materials furnished to or for Customer by such lienors, Customer will immediately give ZenFi Networks, LLC notice of such occurrence, and if the lien is not removed within a reasonable time, as determined in ZenFi Networks, LLC's sole discretion, the same will constitute a material default by Customer under this Tariff.