

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

Leaf No. 26
Revision: 0
Superseding Revision:

- 15.3 The Company's facilities and Service(s) may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including but not limited to personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

16.0 Limitations of Service

- 16.1 Service(s) is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for Service(s) to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff, the Service Order or NYPSC regulations.
- 16.2 The Company reserves the right to discontinue or limit Service(s) when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when Service(s) is used in violation of provisions of this Tariff, the law or a Service Order.
- 16.3 The Company does not undertake to transmit messages, but offers the use of its Service(s) when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 16.4 The Company reserves the right to discontinue Service(s), limit Service(s), or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have a material adverse effect on the business or economic feasibility of providing Service(s), as determined by the Company in its reasonable judgment.
- 16.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for Service(s) previously rendered pursuant to this Tariff or a Service Order until the indebtedness is satisfied.

17.0 Service(s) and Targeted Completion Date

- 17.1 ZenFi Networks, LLC shall use its commercially reasonable efforts to provide during the Term the Service(s) identified in a Service Order, in accordance with the terms thereof, which may include but are not limited to Dark Fiber, dedicated