

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

Leaf No. 28
Revision: 0
Superseding Revision:

Service(s) by such date shall not be an Event of Default under this Tariff or a Service Order. The Targeted Completion Date(s) shall be extended for the appropriate period as may be necessary as a result of events of Force Majeure or any acts, omissions or delays by Customer, its employees, agents, or contractors, including but not limited to, delays in obtaining any necessary Customer Approvals.

- 17.11 Absent events of Force Majeure, events of Termination in accordance with Section 19 or an Event of Default pursuant to Section 19 or delays attributable to Customer, its employees, agents, servants or contractors, if ZenFi Networks, LLC fails to deliver the Service(s) on or before one hundred eighty (180) days after the Targeted Completion Date(s) set forth in a particular Service Order, Customer shall have the right, in Customer's sole discretion and as its sole and exclusive remedy, to terminate the Service Order in writing and such termination shall be Customer's sole remedy hereunder, with neither party having any obligation under such Service Order.

18.0 Term of Service Orders

- 18.1 The Term of any Service Order shall be effective between the Parties as of the Service Commencement Date and shall remain in effect until the expiration or earlier termination of any applicable Service Order, unless earlier terminated by either Party in accordance with the terms of the Service Order or this Tariff.
- 18.2 The initial term of a Service Order shall be set forth therein (the "Initial Service Order Term"). Unless otherwise set forth in the Service Order, upon the expiration of the Initial Service Order Term, provided Customer is not in default, the Service Order will automatically be extended for a term equal to the length of the Initial Service Order Term with the rate being increased by 6% annually thereafter (the "Renewal Service Order Term"), unless Customer or ZenFi Networks, LLC notifies the other Party in writing of its intent to not renew the Service Order at least ninety (90) days before expiration of the Initial Service Order Term. The Initial Service Order Term and the Renewal Service Order Term are referred to hereafter as the "Service Order Term."
- 18.3 The term for any Service Order and the Service Order Term are referred to as the "Term."