

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

Leaf No. 31
Revision: 0
Superseding Revision:

- C. if an involuntary case or other proceeding is commenced against the Defaulting Party seeking liquidation, reorganization or other relief with respect to it or its debt under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary proceeding shall remain un-dismissed and un-stayed for a period of 60 days; or an order for relief is entered against the Defaulting Party.
 - D. In the event of a bankruptcy, liquidation, reorganization, receivership or any other relief being sought under any bankruptcy, insolvency or other similar law or similar type of proceeding, the terms of this Tariff hereto shall remain in full force and effect between the parties and shall survive such proceeding, as all parties recognize the impact of such proceeding upon the Customer's business operations and practices. Thus, in the event of such proceeding, the Customer shall be entitled to obtain an Order For Specific Performance of the Tariff and it shall be accepted as an executory Contract by any Trustee in any such proceeding, including bankruptcy, receivership, reorganization or liquidation proceedings.
- 19.5 A waiver by a Non-Defaulting Party with respect to any particular Event of Default shall not be deemed a waiver of any other or subsequent Event of Default.
- 19.6 Notwithstanding the foregoing, delays caused by Force Majeure events pursuant to Section 23 (other than delays in connection with the payment of monies due) shall not constitute an Event of Default or provide a basis for termination under this Section 19.
- 19.7 In the event an applicable Service Order is terminated, Customer shall have no further right to use the Service(s), the Equipment, or the Customer Fiber and all lease and/or contractual rights under the Service Order are terminated. If applicable, Customer shall within thirty (30) days remove all Customer equipment without damaging ZenFi Networks, LLC Facilities. If Customer has not removed its equipment within such thirty (30) day period, ZenFi Networks, LLC shall have the right, but not the obligation, to remove the Customer equipment. ZenFi Networks, LLC retains the right to remove all Customer equipment and fiber in the facility upon termination. Customer shall permit ZenFi Networks, LLC access to all the necessary facilities to disconnect Service upon termination. Any costs incurred by ZenFi Networks, LLC in removing the Customer equipment shall be reimbursed by Customer within thirty (30) days after receipt of ZenFi Networks, LLC's invoice therefor. The foregoing remedy is in addition to any