

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

Leaf No. 32
Revision: 0
Superseding Revision:

other remedy that may be available to ZenFi Networks, LLC under this Tariff, the applicable Service Order, at law or in equity. Nothing in this Tariff shall be construed or implied to authorize Customer to remove any equipment or other facilities belonging to ZenFi Networks, LLC.

- 19.8 Upon any material breach not cured after the expiration of all applicable notice and cure periods as set forth in Section 19.4(a), if any, the Non-Defaulting Party may at its sole option do any one or more of the following: (a) cease accepting or processing Service Orders and suspend any or all Service(s); (b) draw on any letter of credit, security deposit or other assurance of payment and enforce any security interest provided by the Defaulting Party; (c) terminate any Service(s) without further liability; (d) collect from the Defaulting Party an amount equal to any Early Termination Fee as set forth in this Tariff or an applicable Service Order; or (e) pursue any other legal or equitable remedy or relief as may be appropriate, including but not limited to recovery of legal costs and other expenses.

20.0 Indemnification

- 20.1 To the fullest extent permitted by law, ZenFi Networks, LLC shall indemnify Customer and save it harmless from and against any and all causes of action, claims, actions, suits, charges, damages, liabilities, costs, taxes, penalties, interest, expenses, and losses in connection with personal and/or bodily injury or death of any person whomsoever (including employees of the Parties), or damage to any property, real and personal, including environmental damages, of the other Party (whether owned, leased or licensed), including all reasonable legal expenses incurred or sustained in enforcing this indemnification, caused by the willful or grossly negligent actions or willful or grossly negligent failure to act of ZenFi Networks, LLC, its agents, contractors, employees and servants, in connection with the provision of Service under this Tariff or any Service Order.
- 20.2 To the fullest extent permitted by law and subject to the limitations set forth in Section 20, Customer shall indemnify ZenFi Networks, LLC and save it harmless from and against any and all causes of action, claims, actions, suits, charges, damages, liabilities, costs, taxes, penalties, interest, expenses, and losses in connection with personal and/or bodily injury or death of any person whomsoever (including employees of the Parties), or damage to any property, real and personal, including environmental damages, of the other Party (whether owned, leased or licensed), including all reasonable legal expenses incurred or sustained in enforcing this indemnification, caused by the willful or negligent actions or willful or negligent failure to act of Customer, its agents, contractors, employees and servants, in connection with the use of the Service(s) or Equipment or