

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

Leaf No. 19
Revision: 0
Superseding Revision:

- 11.5 Invoiced amounts are payable according the Service Order agreement and are subject to a late payment charge of 1.5% per month or the highest rate legally permissible, whichever is less, calculated from the Due Date thereof, in addition to any other remedies ZenFi Networks, LLC may have available under this Tariff or by law or equity. Notwithstanding anything in this Tariff to the contrary, no payment due under this Tariff or in accordance with a Service Order shall be subject to reduction, set-off or adjustment of any nature by the Customer, except as is specifically provided in this Tariff or in the Service Order. In no event shall the malfunction or non-operation of Customer's interconnecting equipment (including local access when such Party is responsible therefore) relieve Customer of its obligation to pay for Service(s), unless such malfunction or non-operation is the direct result of ZenFi Networks, LLC's gross negligence or willful misconduct.
- 11.6 The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of services is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 13.12 below as non-payment of charges for services.

12.0 Billing Disputes

- 12.1 All disputes or requests for billing adjustments must be submitted in writing with reasonable detail to ZenFi Networks, LLC within thirty (30) days after the usage period for the applicable Service(s), or be deemed waived. If waived, Customer agrees to pay the disputed charges along with any late payment charges that may have accrued. ZenFi Networks, LLC agrees to use reasonable best efforts to resolve the dispute within thirty (30) days of receipt of proper documentation, which at a minimum shall contain a detailed explanation as to the dispute or request for billing adjustment. Any amounts that are determined to be in error or not in compliance with this Tariff will be adjusted on the next month's invoice. Any disputed amounts that reasonably, in good faith and supported by reasonable documentation, are deemed to be correct as billed and in compliance with this Tariff, will be due and payable (if not previously paid), upon notification and demand by ZenFi Networks, LLC, along with late payment charges pursuant to Section 11.0(d). Disputes will not be cause for Customer to delay payment of any undisputed balance.
- 12.2 The rates and charges set forth in this Tariff do not include any federal, state or local sales, use, value-added, or utility taxes, or third-party surcharges, however designated, which may be levied on the Service(s) provided hereunder. Any applicable federal, state, or local taxes, and all use, sales, value-added,