

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

Leaf No. 21
Revision: 0
Superseding Revision:

of the affected Service(s) as evidenced by appropriate network tests by ZenFi Networks, LLC. ZenFi Networks, LLC shall give reasonable notice to Customer of any scheduled maintenance, and Customer acknowledges and agrees that any such scheduled maintenance shall under no circumstance be deemed as an Outage hereunder.

<u>Interruption of 24 hours or less</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including, 1 hour	1/20 day
1 hour up to, not including, 3 hours	1/10 day
3 hours up to, but not including, 6 hours	1/5 day
6 hours up to, but not including, 9 hours	2/5 day
9 hours up to, but not including, 12 hours	3/5 day
12 hours up to, but not including, 15 hours	4/5 day
15 hours up to, but not including, 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours:

Interruptions over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

- 13.3 Outage Credits shall not be granted if the Outage is due to a problem or defect in Customer's facilities or equipment, or its agents' or contractors' facilities or equipment, nor shall Outage Credits be granted if an Outage is caused by Customer, its employees, agents or contractors.
- 13.4 Except as otherwise provided in the Service Order, all Outage Credits shall be credited on the next monthly invoice for the affected Service(s) or portion thereof after receipt of Customer's request for credit. In no event shall the total of all Outage Credits applicable to or accruing in any given month exceed the amount payable by Customer to ZenFi Networks, LLC for such monthly Service(s).
- 13.5 The Outage Credit described in this Section shall be the sole and exclusive remedy of Customer in the event of any Outage. Under no circumstance shall an Outage be deemed an Event of Default under this Tariff or a Service Order.