

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

Leaf No. 20  
Revision: 0  
Superseding Revision:

commercial, gross receipts, privilege or other similar taxes or license fees, or third-party charges or surcharges, whether charged to or against ZenFi Networks, LLC or Customer, with respect to the Service(s) provided (except taxes on ZenFi Networks, LLC's income or gains), as well as any other imposition by any governmental authority that has the effect of increasing the cost of providing the Service(s), will be payable by Customer in addition to the other charges set forth in this Tariff.

- 12.3 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence is submitted within one (1) year from the date of alleged overpayment.

13.0 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- 13.1 ZenFi Networks, LLC warrants that the Service(s) will be provided and will operate in accordance with current prevailing telecommunications industry standards.

- 13.2 Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time when the Service(s) or a portion of the Service(s) may not be 'available' (hereafter an 'Outage'). In such instance the Customer shall call an assigned toll free number with an authorization number and shall identify himself/herself as having the requisite authority to request assistance. Technicians will then be dispatched and shall arrive within four hours of the initial call. Fibers at the Customer's facility will be tested and a determination of fiber break/non-performance will be established as specified in the Service Order form. If fibers are determined to be operating at levels less than specified in the Service Order form, technicians will continue to work with the Customer to reestablish Service Order standards. The Customer understands and acknowledges that fiber break/non-performance can be due to an act of nature, which would prohibit Company technicians from accessing fiber for repair until deemed safe by fire, police or other safety officials. In the event fibers are deemed to be operational upon testing in accordance with the standards set forth on the Service Order form, the Customer will be permitted an allowance of one call free of charge during the Lease Term. Additional calls which result in fiber testing as specified in the Service Order will be charged to the Customer at the rate of \$3,500.00 per call. In the event of an Outage, Customer shall be entitled to a credit (the 'Outage Credit') which shall be calculated as set forth below. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to ZenFi Networks, LLC, or, when indicated by network control information actually known to ZenFi Networks, LLC network personnel, whichever is earlier. Each Outage shall be deemed to terminate upon restoration