

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

Leaf No. 22
Revision: 0
Superseding Revision:

- 13.6 If an Outage continues for a consecutive period of thirty (30) days or more, following notice to the Company, Customer may, upon ten (10) days written notice, elect to terminate the affected Service(s) or portion thereof under the applicable Service Order without further liability to either Party, except for charges incurred by Customer prior to termination, provided that the Outage is not cured within such ten (10) day period.
- 13.7 THE WARRANTIES CONTAINED IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, COMPLETENESS, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY LIABILITY TO CUSTOMER FOR INTERRUPTIONS AFFECTING THE SERVICE(S) OR FACILITIES FURNISHED UNDER THIS TARIFF THAT ARE ATTRIBUTABLE TO CUSTOMER'S INTERCONNECTION FACILITIES (AS DEFINED IN THE APPLICABLE SERVICE ORDER), CUSTOMER'S EQUIPMENT FAILURES, CUSTOMER'S BREACH OF THIS TARIFF, OR TO CUSTOMER'S CUSTOMERS, SUBCONTRACTORS OR VENDORS, OR ANY THIRD PARTY'S ACTS OR OMISSIONS.
- 13.8 IN NO EVENT WILL ZENFI NETWORKS, LLC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, INVESTORS, PARENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE TO THE CUSTOMER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARY OR AFFILIATES, CUSTOMERS OR TO ANY THIRD PARTY FOR: (a) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF SERVICE(S) OR FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS TARIFF, OR FOR ANY OTHER REASON, EVEN IF CUSTOMER ADVISES COMPANY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (b) FOR ANY OUTAGE OR INCORRECT OR DEFECTIVE TRANSMISSIONS, OR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION WITH REGARD TO OUTAGE CREDITS.
- 13.9 NOTWITHSTANDING ANYTHING IN THIS TARIFF TO THE CONTRARY: (a) CUSTOMER AGREES THAT ITS SOLE REMEDY IN THE EVENT OF ANY BREACH OF THE WARRANTIES DESCRIBED IN THIS TARIFF WILL BE THE OUTAGE CREDITS IN THIS TARIFF AND, (b) IN NO