

CROSS RIVER FIBER LLC
P.S.C. No. 1 TELECOMMUNICATIONS
Effective Date: 10/29/2015

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- 17.6 Customer shall have the exclusive right to use the Customer Fibers solely for its own use during the Term for any lawful purpose, consistent with the terms and conditions set forth in this Tariff, any applicable Service Order, and any applicable Customer Approvals or Required Rights.
- 17.7 Cross River Fiber LLC shall not be responsible for any delay or failure to deliver the Customer Fiber under any Service Order or the provision of the Service(s) thereunder due to Customer's failure to obtain Customer Approvals or otherwise comply with the provisions of this Tariff or any applicable Service Order.
- 17.8 This Tariff, together with an executed Service Order, shall govern the provision of Service(s) by Cross River Fiber LLC
- 17.9 Customer shall obtain, at its sole cost and expense, all necessary Customer Approvals required to deliver to a Fiber distribution panel, pull box or splice point or other termination point as agreed by the Parties and set forth in the Service Order, to the Customer demarcation point.
- 17.10 Cross River Fiber LLC will use its reasonable commercial efforts to deliver the Service on or before the Targeted Completion Date(s) but the failure to deliver the Service(s) by such date shall not be an Event of Default under this Tariff or a Service Order. The Targeted Completion Date(s) shall be extended for the appropriate period as may be necessary as a result of events of Force Majeure or any acts, omissions or delays by Customer, its employees, agents, or contractors, including but not limited to, delays in obtaining any necessary Customer Approvals.