

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

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Superseding revision: -

- 11.4 Upon request, Customer agrees to provide credit references or other information reasonably required by Cross River Fiber LLC to determine credit worthiness and the ability to make the requisite payments when due in connection with the Service(s) provided under this Tariff. Cross River Fiber LLC reserves the right to impose a security deposit, where appropriate, in accordance with Section 9.0 herein. In the event of a material adverse change in Customer's credit-worthiness, Cross River Fiber LLC shall have the right to demand a security deposit or additional security, in accordance with Section 9.0 herein. Failure to provide such security deposit or additional security by the date set forth in a demand notice for such security shall be deemed an Event of Default under Section 19.
- 11.5 Invoiced amounts are payable according the Service Order agreement and, except for State, county or municipal government entities, 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 Cross River Fiber 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 Cross River Fiber LLC's gross negligence or willful misconduct.

12.0 Billing Disputes