

CROSS RIVER FIBER LLC
P.S.C. No. 1 TELECOMMUNICATIONS
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- 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 EVENT WILL THE CUMULATIVE LIABILITY OF THE COMPANY UNDER A SERVICE ORDER, INCLUDING ANY OUTAGE CREDITS, EXCEED THE TOTAL PAYMENTS PAID BY CUSTOMER TO CROSS RIVER FIBER LLC UNDER THE APPLICABLE SERVICE ORDER.
- 13.10 CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CROSS RIVER FIBER LLC WILL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR: (a) ANY ACT OR OMISSION OF THE CUSTOMER, ITS CONTRACTORS, EMPLOYEES OR AGENTS (INCLUDING DELAYS FOR FAILURE TO OBTAIN CUSTOMER APPROVALS), ITS CUSTOMERS OR ANY CARRIER OTHER THAN CROSS RIVER FIBER LLC; (b) ANY CLAIMS OR ACTIONS RELATED TO DEFAMATION, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD PARTY RIGHTS, ARISING FROM USE OF THE SERVICE(S) OR FACILITIES; (c) INFRINGEMENT OF PATENTS ARISING FROM COMBINING OR USING CUSTOMER-PROVIDED FACILITIES WITH CROSS RIVER FIBER LLC'S SERVICE(S) OR FACILITIES WHERE CROSS RIVER FIBER LLC'S SERVICE(S) OR FACILITIES WOULD POSE NO INFRINGEMENT IN THE ABSENCE OF SUCH COMBINATION OR USE; OR (d) ANY UNAUTHORIZED USE OF THE SERVICE(S) OR FACILITIES. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD CROSS RIVER FIBER LLC HARMLESS FROM ANY AND ALL COSTS, EXPENSES AND OR LIABILITY, INCLUDING LEGAL FEES, ARISING FROM ANY CLAIM, INCIDENT, OR LAWSUIT, THREATENED OR PURSUED, IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE(S) PROVIDED BY CROSS RIVER FIBER LLC