

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

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- 19.6 A waiver by a Non-Defaulting Party with respect to any particular Event of Default shall not be deemed a waiver of any other or subsequent Event of Default.
- 19.7 Notwithstanding the foregoing, delays caused by Force Majeure events pursuant to Section 23 (other than delays in connection with the payment of monies due) shall not constitute an Event of Default or provide a basis for termination under this Section 19.
- 19.8 In the event an applicable Service Order is terminated, Customer shall have no further right to use the Service(s), the Equipment, or the Customer Fiber and all lease and/or contractual rights under the Service Order are terminated. If applicable, Customer shall within thirty (30) days remove all Customer equipment without damaging Cross River Fiber LLC Facilities. If Customer has not removed its equipment within such thirty (30) day period, Cross River Fiber LLC shall have the right, but not the obligation, to remove the Customer equipment. Cross River Fiber LLC retains the right to remove all Customer equipment and Fiber in the facility upon termination. Customer shall permit Cross River Fiber LLC access to all the necessary facilities to disconnect Service upon termination. Any costs incurred by Cross River Fiber LLC in removing the Customer equipment shall be reimbursed by Customer within thirty (30) days after receipt of Cross River Fiber LLC's invoice therefor. The foregoing remedy is in addition to any other remedy that may be available to Cross River Fiber LLC under this Tariff, the applicable Service Order, at law or in equity. Nothing in this Tariff shall be construed or implied to authorize Customer to remove any equipment or other facilities belonging to Cross River Fiber LLC.