

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

Leaf: 45  
Revision: 0  
Superseding revision: -

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- 20.2 To the fullest extent permitted by law and subject to the limitations set forth in Section 20, Customer shall indemnify Cross River Fiber LLC and save it harmless from and against any and all causes of action, claims, actions, suits, charges, damages, liabilities, costs, taxes, penalties, interest, expenses, and losses in connection with personal and/or bodily injury or death of any person whomsoever (including employees of the Parties), or damage to any property, real and personal, including environmental damages, of the other Party (whether owned, leased or licensed), including all reasonable legal expenses incurred or sustained in enforcing this indemnification, caused by the willful or negligent actions or willful or negligent failure to act of Customer, its agents, contractors, employees and servants, in connection with the use of the Service(s) or Equipment or Customer Fiber or any lease or contract right provided under this Tariff or any Service Order.
- 20.3 The indemnified Party shall have the right to defense, by counsel of the indemnitor's selection reasonably satisfactory to the indemnitee, with respect to any claims for which the indemnitor may be liable under the indemnification provisions hereof. The Parties shall give each other prompt notice of any asserted claims or actions that may be subject to an indemnity hereunder, shall cooperate with each other in the defense of any such claims or actions and shall not settle any such claims or actions without the prior consent of the indemnifying Party, which consent shall not be unreasonably withheld.
- 20.4 For purposes of this Section, Cross River Fiber LLC agrees to look first at general commercial liability and excess or umbrella liability policies for recovery and agrees to maintain such policies in minimum coverage amounts of \$1 Million and \$2 Million, respectively, throughout the Term of Service Orders.
- 20.5 The obligations of the respective Parties under the above provisions of this Section shall survive the expiration or termination of Service Orders executed by the Company.