

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

Leaf: 47
Revision: 0
Superseding revision: -

23.0 Force Majeure

- 23.1 Except for payment of any monies due under this Tariff or any Service Order(s), neither Party shall be liable under this Tariff or any Service Order for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its control including but not limited to acts of God; acts, or failures to act, of any utility, rights-of-way or required rights owners, or other third party providing access to the rights-of-way; governmental action, inaction or delays; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; general material shortages, transportation delays, or labor strikes or walkouts that could not reasonably be avoided by the Party claiming Force Majeure; or other similar events beyond such Party's control (a "Force Majeure Event"). The Party claiming the Force Majeure Event shall give the other Party prompt notice of the occurrence of such Force Majeure Event and such Party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or failure resulting from such Force Majeure Event.
- 23.2 If performance of this Tariff is suspended for thirty (30) or more consecutive days as a result of a Force Majeure event, then either Party may, upon ten (10) days prior written notice, terminate so much of this Tariff or Service Order as is affected by the Force Majeure event, without further liability to either Party, except for unpaid charges for Service(s) provided prior to the date of termination set forth in the notice.