

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

Leaf: 49
Revision: 0
Superseding revision: -

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- 24.5 Headings. The Section headings in this Tariff are for convenience of reference only and shall neither be deemed to be a part of this Tariff nor modify, define, expand or limit any of the terms or provisions hereof. All references to numbered or lettered Sections or sub-Sections are to Sections or sub-Sections of this Tariff.
- 24.6 Invalidity. Any provision of this Tariff which is held to be invalid, illegal or unenforceable in any manner in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality or enforceability of such provision in any other jurisdiction.
- 24.7 Choice of Law. This Tariff and any applicable Service Order(s) shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to any conflicts of law principles that result in the application of the laws of another jurisdiction.
- 24.8 Legal Fees. Each of Cross River Fiber LLC and Customer shall each be responsible for its own costs, including legal fees, incurred in negotiating or finalizing any Service Order, and for its own legal fees and costs associated with the enforcement of any Service Order, unless otherwise expressly provided herein. If any legal proceeding is brought to enforce or interpret any part of a Service Order and/or this Tariff or any provision thereof, the prevailing Party in any such proceeding shall be entitled to recover from the other Party its reasonable attorneys' and paralegal fees and court costs in addition to any remedy or relief granted.