

ZenFi Networks, Inc.
Tariff NY PSC No. 1
Effective Date: September 27, 2014

Leaf No. 33
Revision: 0
Superseding Revision:

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, ZenFi Networks, Inc. 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.

21.0 Insurance

- 21.1 ZenFi Networks, Inc., during the Term of any Service Order, shall obtain and maintain insurance reasonably sufficient to meet its obligations under this Tariff and such Service Order.
- 21.2 Nothing in this Tariff shall be construed to prevent ZenFi Networks, Inc. from satisfying its insurance obligations pursuant to this Tariff or Service Order under a blanket policy or policies of insurance that meet or exceed the requirements of this Section.

22.0 Notices

- 22.1 Except as otherwise specified in this Tariff, all notices, demands, requests, instructions, approvals, proposals and claims shall be in writing and shall be sent as follows: (a) by registered or certified United States mail, return receipt requested and postage prepaid, to the applicable address below, or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section; (b) by hand delivery, including courier service

Issued by: Raymond M. La Chance, President, ZenFi Networks, Inc., 90 White Street, NY, NY 10013