

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

Leaf No. 38
Revision: 0
Superseding Revision:

Section 27 shall be repeated until the Service(s) is ready for acceptance. In the event the Parties cannot agree as to the propriety of the rejection, it shall be subject to an independent check by a third party and the prevailing party shall be entitled to recoup its fees for such testing from the third party.

- 27.5 If Customer does not provide a Rejection Notice prior to the expiration of the Inspection Period, an Acceptance Notice shall be deemed to have been issued as of the date of the expiration of such Inspection Period.
- 27.6 Upon issuance of an Acceptance Notice (or the date such notice is deemed to have been issued as provided in Section 27.5) the Service(s) shall be deemed delivered to and accepted by Customer without any further act or document and the fees and charges for the lease of the Customer Fibers shall commence (the "Acceptance Date").

28.0 Use of Customer Fibers

- 28.1 Subject to all applicable Collocation Specifications and obtaining and complying with all Customer Approvals, Customer shall be entitled to request Collocation Space and/or equipment or Service(s) from ZenFi Networks, Inc. at the ZenFi Networks, Inc. POPs or Transmission Sites in accordance with ZenFi Networks, Inc.'s rates, terms and conditions governing such Collocation. Customer shall notify ZenFi Networks, Inc. in writing in the event that it desires Collocation Space, including the address and number of racks required and any special power or other requirements. If such space is available, Customer shall execute ZenFi Networks, Inc.'s standard Collocation Agreement and comply with the Collocation Specifications. Notwithstanding anything to the contrary, (i) Customer's right to obtain and continue to utilize any Collocation Space shall be expressly subject to Customer obtaining and complying with all Customer Approvals, and (ii) any Customer Collocation Space obtained pursuant to this Tariff may be used by Customer only for purposes of interconnection of an optical device or other basis with the communication systems of Customer, ZenFi Networks, Inc., or ZenFi Networks, Inc. Customers, that are located in the same ZenFi Networks, Inc. POPs or ZenFi Networks, Inc. Transmission Sites as Customer and only if Customer has arrangements with such ZenFi Networks, Inc. Customers. Customer shall be responsible for all costs of interconnecting the Customer Fibers with the rest of Customer's transmission network as well as any costs to connect the Customer Fibers to other ZenFi Networks, Inc. Customers or to other carriers outside the ZenFi Networks, Inc. POPs or Transmission Sites. In addition, Customer may be entitled to interconnect with third parties that are not ZenFi Networks, Inc. Customers in a ZenFi Networks, Inc. POP by purchasing a

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