

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

Leaf No. 27
Revision: 0
Superseding Revision:

- 17.2 Service(s) shall be ordered on ZenFi Networks, Inc.'s standard Service Order form and shall include, at a minimum, the charges, a Targeted Completion Date and any additional terms and conditions required to deliver the Service(s).
- 17.3 Customer shall have the right to use the Service(s) during the Term for any lawful purpose, consistent with the terms and conditions set forth in this Tariff and any applicable Service Order(s) and Exhibits.
- 17.4 Notwithstanding the delivery of the Service(s), Company retains exclusive legal title to the Service(s) and the rights to use, control, operate and maintain the Company's network for Customer's use during the Term.
- 17.5 Notwithstanding the delivery of the Customer Fibers for Customer's use during the Service Order Term, ZenFi Networks, Inc. retains the exclusive legal title to the Customer Fibers and the rights to use, control, operate and maintain the ZenFi Networks, Inc. Network. ZenFi Networks, Inc. shall also retain and have the exclusive right and obligation to establish, administer and maintain any applicable rights-of-way agreements in accordance with their terms.
- 17.6 Customer shall have the exclusive right to use the Customer Fibers solely for its own use during the Term for any lawful purpose, consistent with the terms and conditions set forth in this Tariff, any applicable Service Order, and any applicable Customer Approvals or Required Rights.
- 17.7 ZenFi Networks, Inc. shall not be responsible for any delay or failure to deliver the Customer Fibers under any Service Order or the provision of the Service(s) thereunder due to Customer's failure to obtain Customer Approvals or otherwise comply with the provisions of this Tariff or any applicable Service Order.
- 17.8 This Tariff, together with an executed Service Order, shall govern the provision of Service(s) by ZenFi Networks, Inc.
- 17.9 Customer shall obtain, at its sole cost and expense, all necessary Customer Approvals required to deliver to a fiber distribution panel, pull box or splice point or other termination point as agreed by the Parties and set forth in the Service Order, to the Customer demarcation point.
- 17.10 ZenFi Networks, Inc. will use its reasonable commercial efforts to deliver the Service on or before the Targeted Completion Date(s) but the failure to deliver the Service(s) by such date shall not be an Event of Default under this Tariff or a Service Order. The Targeted Completion Date(s) shall be extended for the appropriate period as may be necessary as a result of events of Force Majeure or

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