Status: CANCELLED Received: 08/04/2011 Effective Date: 08/25/2011

New York P.S.C. Tariff No. 2

VOXBEAM TELECOMMUNICATIONS, INC.

Initial Effective Date: August 25, 2011 Original Sheet No. 19

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.9. CANCELLATION BY CUSTOMER

- 2.9.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.9.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made.
- 2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

## 2.10. CANCELLATION BY COMPANY

- 2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
  - A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or

Issued By:

Joseph Isaacs Chief Regulatory Officer VOXBEAM TELECOMMUNICATIONS, INC.

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Cancelled by supplement No. 1 effective 09/02/2023