

Atlantic Metro Communications II, Inc.
Tariff NY PSC No. 1
Effective Date: Feb. 14, 2016

Leaf No. 51
Revision: 0
Superseding Revision:

- 17.10 Service Credits shall not be granted if the Service Outage is due to a problem or defect in Customer's facilities or equipment, or its agents' or contractors' facilities or equipment, nor shall Service Credits be granted if a Service Outage is caused by Customer, its employees, agents or contractors.
- 17.11 Except as otherwise provided in the Service Order, all Service Credits shall be credited on the next monthly invoice for the affected Service(s) or portion thereof after receipt of Customer's request for credit. In no event shall the total of all Service Credits applicable to or accruing in any given month exceed the amount payable by Customer to Company for such monthly Service(s).
- 17.12 The Service Credit described in this Section 17 shall be the sole and exclusive remedy of Customer in the event of any Service Outage. Under no circumstance shall a Service Outage be deemed an Event of Default under this Tariff or a Service Order.
- 17.13 If a Service Outage continues for a consecutive period of thirty (30) days or more, following notice to the Company, Customer may, upon ten (10) days written notice, elect to terminate the affected Service(s) or portion thereof under the applicable Service Order without further liability to either Party, except for charges incurred by Customer prior to termination, provided that the Service Outage is not cured within such ten (10) day period.

Issued by:

Matthew Lombardi, CEO

Effective 01/21/2016 under authority of PSC by Order made 01/21/2016 in Order Number 15-02135
Cancelled effective 02/15/2021.4 Century Drive, Parsippany, New Jersey 07054