

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

Leaf No. 38
Revision: 0
Superseding Revision:

16.2 The rates and charges set forth in this Tariff do not include any federal, state or local sales, use, value-added, or utility taxes, or third-party surcharges, however designated, which may be levied on the Service(s) provided hereunder. Any applicable federal, state, or local taxes, and all use, sales, value-added, commercial, gross receipts, privilege or other similar taxes or license fees, or third-party charges or surcharges, whether charged to or against Company or Customer, with respect to the Service(s) provided (except taxes on Company's income or gains), as well as any other imposition by any governmental authority that has the effect of increasing the cost of providing the Service(s), will be payable by Customer in addition to the other charges set forth in this Tariff.

16.3 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence is submitted within six (6) months from the date of alleged overpayment.

17.0 Service Level Agreement, Warranties, Service Credits and Restoration of Service/Limitations of Liability

17.1 Service Level Agreement ("SLA")

"Service Outage" in the context of the services being proposed, is defined to include:

- i) Complete disruption of service.
- ii) Conditions under which dropped packets exceed 20%
- iii) Failure to meet the Service Level Objectives (as set forth in Section 17.2).

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. Atlantic Metro Communications II, Inc.
4 Century Drive, Parsippany, New Jersey 07054