

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

Leaf No. 67
Revision: 0
Superseding Revision:

- 23.8 In the event an applicable Service Order is terminated, Customer shall have no further right to use the Service(s), the Equipment, or the Customer Fiber and all lease and/or contractual rights under the Service Order are terminated. If applicable, Customer shall within thirty (30) days remove all Customer equipment without damaging Company Facilities. If Customer has not removed its equipment within such thirty (30) day period, Company shall have the right, but not the obligation, to remove the Customer equipment. The Company retains the right to remove all Customer equipment and fiber in the facility upon termination. Customer shall permit Company access to all the necessary facilities to disconnect Service upon termination. Any costs incurred by Company in removing the Customer equipment shall be reimbursed by Customer within thirty (30) days after receipt of Company's invoice therefor. The foregoing remedy is in addition to any other remedy that may be available to Company under this Tariff, the applicable Service Order, at law or in equity. Nothing in this Tariff shall be construed or implied to authorize Customer to remove any equipment or other facilities belonging to Company.
- 23.9 Upon any material breach not cured after the expiration of all applicable notice and cure periods as set forth in Section 23.5(A), if any, the Non-Defaulting Party may at its sole option do any one or more of the following: (a) cease accepting or processing Service Orders and suspend any or all Service(s); (b) draw on any letter of credit, security deposit or other assurance of payment and enforce any security interest provided by the Defaulting Party; (c) terminate any Service(s) without further liability; (d) collect from the Defaulting Party an amount equal to any Early Termination Fee as set forth in this Tariff or an applicable Service Order; or (e) pursue any other legal or equitable remedy or relief as may be appropriate, including but not limited to recovery of legal costs and other expenses.

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