

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

Leaf No. 60
Revision: 0
Superseding Revision:

21.10 The Company 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 any acts, omissions or delays by Customer, its employees, agents, or contractors, including but not limited to, delays in obtaining any necessary Customer Approvals.

21.11 Absent events of Force Majeure, events of Termination in accordance with Section 23 or an Event of Default pursuant to Section 23 or delays attributable to Customer, its employees, agents, servants or contractors, if Company fails to deliver the Service(s) on or before one hundred eighty (180) days after the Targeted Completion Date(s) set forth in a particular Service Order, Customer shall have the right, in Customer's sole discretion and as its sole and exclusive remedy, to terminate the Service Order in writing and such termination shall be Customer's sole remedy hereunder, with neither party having any obligation under such Service Order.

22.0 Term of Service Orders

22.1 The Term of any Service Order shall be effective between the Parties as of the Service Commencement Date and shall remain in effect until the expiration or earlier termination of any applicable Service Order, unless earlier terminated by either Party in accordance with the terms of the Service Order or this Tariff.

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