

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

Leaf No. 63
Revision: 0
Superseding Revision:

- 23.3 Customer may terminate any Service Order prior to the expiration of the applicable Service Order Term. However, the Parties acknowledge that this Tariff and the prices set forth in the Service Order(s) are based on the provision of Service(s) for the entire Service Order Term. Accordingly, in the event Customer terminates a Service Order prior to expiration of the applicable Service Order Term for any reason except Company's breach of a material term of the Tariff or Service Order which is not cured within thirty (30) days of Customer's written notice of such breach, Customer agrees to pay to Company an Early Termination Fee equal to the remaining amount due under the Service Order through its full Term, payable in full within thirty (30) days of such termination, with interest to accrue at 1.5% monthly thereafter.
- 23.4 Either Party (the "Non-Defaulting Party") may terminate a Service Order, by written notice to the other Party (the "Defaulting Party"), immediately upon the Defaulting Party's receipt of such notice or such later date as specified in the notice, in any one of the circumstances listed in Section 23.5 (each an "Event of Default"), and may seek any other legal remedies it may have under applicable law or principles of equity relating to such Event of Default, which other remedies shall be in addition to the right of termination provided herein.

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