

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

Leaf No. 77  
Revision: 0  
Superseding Revision:

- 32.2 In connection with the provision of Dark Fiber hereunder, Customer shall, at its sole cost and expense, acquire, install, operate and maintain all electronic and optronic equipment necessary for Customer to light the Customer Fibers or for Customer's transmission of information over the Customer Fibers consistent with the terms of this Tariff and any applicable Service Order(s).
- 32.3 Except as otherwise expressly provided in any applicable Service Order(s), Customer may not sell, assign, transfer, convey or swap ("Transfer") any of its rights to, in or with respect to the Service or the Customer Fibers to any third party during the Term, unless Company grants, in its sole discretion, express advance written approval.
- 32.4 Notwithstanding any permitted Transfer, Customer shall remain liable for all Customer obligations under this Tariff for the Term and, prior to any permitted Transfer, shall also require any assignee to abide by and be bound by the terms and conditions of this Tariff and any applicable Service Order(s) in its or their entirety.
- 32.5 Without the prior written approval of Company, Customer shall not undertake any installation, connection, upgrade or modification to the Customer Fibers or the Service.

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