

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

Leaf No. 78
Revision: 0
Superseding Revision:

- 32.6 Customer shall indemnify Company against and hold Company and the Company Facilities and Customer Fibers free and clear of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of any work done by or on behalf of Customer in connection with the Customer Fibers and the Service. Nothing contained in this Tariff or any applicable Service Order(s) shall be deemed to constitute consent of Company to subject the Company or Customer Fibers to liability under any mechanics' or other lien law. If Customer receives notice that a lien has been or is about to be filed against the Company Facilities or Customer Fibers, or any action affecting title to the Company Facilities or Customer Fibers has been commenced on account of work done by or on behalf of Customer, or materials furnished to or for Customer by such lienors, Customer will immediately give Company notice of such occurrence, and if the lien is not removed within a reasonable time, as determined in Company's sole discretion, the same will constitute a material default by Customer under 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