

Magna5 LLC  
New York P.S.C. No. 1 - Telephone  
Effective: November 25, 2016

Original Sheet No. 26  
Revision 0  
Superseding Revision 0

Switched Access Tariff

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## **REGULATIONS, Continued**

### **2.6 PAYMENT ARRANGEMENTS, Continued**

#### **2.6.4 Discontinuance or Suspension of Service for Cause**

For other than Incidental Service, Company may disconnect service in the following instances.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, suspend Service without incurring any liability.
- B. Upon violation of any other terms or conditions described herein for furnishing Service, the Company may, by giving ten (10) business days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by notice to the Customer, discontinue or suspend Service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will follow procedures provided in federal bankruptcy code.
- E. Upon any governmental prohibition or required alteration of the Services provided or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend Service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any applicable reconnection charges.

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Issued by:

Gregory Forrest  
President and CEO  
Magna5 LLC  
2828 N. Harwood Street, Suite 1700  
Dallas, TX 75201