

ARTICLE VII  
TERMINATION OF AUTHORIZATION:

1. In addition to rights of termination provided to ECS under other provisions of this Agreement, ECS shall have the right to terminate Conduit Occupancy, Manhole Occupancy, and/or Manhole Point of Entry authorizations and any other Tenant privileges granted under provisions of this Agreement where:
  - a. Tenant's Facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking, or
  - b. Tenant ceases to have authority to construct or operate its Facilities on public or private property at the particular location in the Conduit System covered by such authorization; or
  - c. Tenant fails to comply with any of the terms and condition of this Agreement or defaults in any of its obligations thereunder; or
  - d. Tenant Occupies the Conduit System without authorization or in excess of the authority granted it by The City of New York, or
  - e. Tenant ceases to provide its services, or
  - f. Tenant transfers ownership of all its Facilities to a third party without the written consent of ECS as to the assumption of Tenant's obligations hereunder.
2. ECS will promptly notify Tenant in writing of any violations of this Agreement. Tenant shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to ECS within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Tenant fails to discontinue such non-compliance or to correct the same or fails to give the required written confirmation to ECS within the time stated above, ECS may terminate the Occupancy authorizations granted hereunder for the Conduit or Manhole to which such non-compliance shall have occurred.
3. Licenses and other privileges granted under the provisions of this Agreement may be terminated immediately by ECS if:
  - a. Tenant's insurance carrier shall at any time notify ECS that the policy or policies of insurance as required hereunder will be or have been cancelled or amended so that those requirements will no longer be satisfied and Tenant has failed to secure an alternative provider of insurance as required by this Agreement; or
  - b. Tenant shall fail to pay any sum due hereunder for more than 180 days or shall fail to maintain satisfactory sureties as required herein.

- c. Tenant's authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the Tenant's Facilities in the Conduit System is denied, revoked or cancelled.
4. In the event of termination of any of Tenant's authorizations hereunder, Tenant shall remove its Facilities from the Conduit System within ninety (90) days of the effective date of the termination; provided, however, that Tenant shall be liable for and pay all fees and charges incurred pursuant to provisions of this Agreement until Tenant's Facilities are actually removed from the Conduit System. If Tenant fails to remove its Facilities within the specified period, ECS shall have the right to remove such Facilities at the Tenant's expense and without any liability on the part of ECS for damage or injury to such facilities or interruption of Tenant's services.
5. When Tenant's Facilities are removed from the Conduit System, no Occupancy in the Conduit System shall be permitted until the Tenant has first complied with all of the provisions of this Agreement as though no such Occupancy had been previously made and all outstanding rates and charges due to ECS for Occupancy and Custom Work have been paid in full.
6. Prior to terminating or revoking any license under this Agreement or the Agreement itself for whatever cause or purpose, a petition may be brought, by either party, to DoITT requesting DoITT to decide the dispute. A DoITT determination shall be binding on all parties to this Agreement. However, either party hereto has the right to seek judicial review of DoITT's determination.