

Matrix Telecom, Inc.
d/b/a VarTec Telecom d/b/a Excel Telecommunications
P.S.C. No. 10 – Telephone
Effective Date: March 15, 2012

Leaf No. 33
Revision: 0
Superseding Revision:

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Refusal and Discontinuance of Services (Cont'd.)

In the event of a dispute between a Customer and VT regarding any bill for access service, the Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the resolution of the dispute. The Customer is obligated to pay any portion of the bill not under dispute, however, under the provisions of the tariff.

If any Customer-provided or End User-provided equipment is used with facilities provided by VT in violation of any law or any of the provisions in this tariff, VT will take such action as is necessary for the protection of its facilities or the service of its other Customers and other persons provided with telephone services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to VT within five (5) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation and to give the required written confirmation to VT within the time stated above shall result in interruption of the service of the Customer creating the violation.

Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, VT may immediately discontinue service without incurring any liability.

Upon VT's discontinuance of service to the Customer, VT may, in addition to all other remedies that may be available to VT at law or in equity or under any other provision of this tariff, declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.