

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. 24
Revision: 0
Superseding Revision:

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company (Cont'd.)

Except when a court of competent jurisdiction finds that willful misconduct on VT's part has been a contributing factor, the liability of VT for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the pro-rata charge to the Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days. The entire liability of VT for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to VT by the Customer for the specific services giving rise to the claim, and no action or proceeding against VT shall be commenced more than one (1) year after the service is rendered.

No agent or employee of any other Carrier shall be deemed to be an agent or employee of VT, except independent sales agents who may from time to time be employed by another Carrier and have received VT's express consent to act as VT's agent.

VT does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. VT shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of the services so provided.

The Telephone Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of services offered under this tariff including, but not limited to claims by subscribers to services provided to the Customer, and users of services provided by or resold by the Customer.