

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. 23
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

In the event that terms and conditions set forth herein and following conflict with state law, state law will prevail.

The Company shall not be liable for 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, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other Carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, handled or used by the Company under this tariff; for connecting, combining or adapting the Company's facilities with Customer's apparatus or systems, or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by the willful misconduct of the Company, for failure to provide service, or arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

The Company shall not be liable for any defacement of or damages to the premises of a Customer, resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, which is not the result of the Company's willful misconduct.

Issued by: Scott Klopach, General Counsel, Irving, Texas, 75039