

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. 26
Revision: 0
Superseding Revision:

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Provision of Services

VT will provide to the Customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for VT's Local Telephone Exchange Service. VT reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by VT, when necessary because of a lack of facilities, or due to any other cause beyond VT's control.

In the event that the Customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with VT's filed tariffs, alternative designs may be provided by VT. Additionally, VT will work with the Customer to reach an agreeable solution. Standard jacks are used where appropriate to terminate services.

VT will make reasonable effort to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

VT shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. VT does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The services provided under this tariff shall be maintained by VT. VT shall use reasonable efforts to maintain facilities and equipment furnished to the Customer by VT. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment provided or installed by VT, except upon the written consent of VT.