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Matrix Telecom, Inc. d/b/a VarTec Telecom d/b/a Excel Telecommunications P.S.C. No. 10 – Telephone

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## 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.)

Upon nonpayment of any amounts owing to VII, VT may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.

When access service is provided by more than one Carrier, the Carriers involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Carriers affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Carriers will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Carriers initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of VT shall prevail for joint service discontinuance provisions.

If NECA notifies VT that the Customer has failed to comply with rules and regulations related to Lifeline Assistance and the Universal Service Fund, including any Customer's failure to make payments on the date and times specified therein, VII may, on thirty (30) days' written notice to the Customer by Certified U.S. Mail, refuse additional applications for service, refuse to complete any pending orders for service or discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.

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