

Matrix Telecom, LLC
dba VarTec Telecom
P.S.C. No. 1 – Telephone
Effective: November 5, 2018

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Revision: 0
Superseding Revision:

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (Cont'd.)

2.5 Claims

With respect to any service or facility provided by VT, Customer shall indemnify, defend and hold harmless VT from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 2.5.1 any loss, destruction or damage to property of VT or any third party, or the death of or injury to persons, including, but not limited to, employees or guests of either VT or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or
- 2.5.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of VT's services and facilities in a manner not contemplated by the service order between the Customer and VT.

2.6 Customer Equipment and Channels

2.6.1 Interconnection of Facilities

Services furnished by VT may be connected to the services or facilities of other authorized telecommunications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications companies which are applicable to such connections. Service furnished by VT is not part of a joint undertaking with such other carriers.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of VT used for furnishing Local Exchange Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.