

Matrix Telecom, LLC
d/b/a Excel Telecommunications
P.S.C No. 4 - Telephone
Effective: November 5, 2018

Leaf: 27
Revision: 0
Superseding Revision:

INTRASTATE SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Provision of Services

The Company 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 the Company's Local Telephone Exchange Service. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company'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 the Company's filed tariffs, alternative designs may be provided by the Company. Additionally, the Company will work with the Customer to reach an agreeable solution. Standard jacks are used where appropriate to terminate services.

The Company 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.

The Company 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. The Company 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 the Company. The Company shall use reasonable efforts to maintain facilities and equipment furnished to the Customer by the Company. 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 the Company, except upon the written consent of the Company.