

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

Leaf: 71
Revision: 0
Superseding Revision:

INTRASTATE SWITCHED ACCESS SERVICES

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

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

Written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

The Customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except where there is no interruption of use or relocation of the services, such as assignment or transfer to:

- A. Another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- B. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.