NEW APPLICATION

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CORP COMMISSION
DOCKET CONTROL

Ron W. Del Sesto, Jr.
Nguyen T. Vu
Phone: 202.373.6000
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August 6, 2009

VIA OVERNIGHT MAIL

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007-2927

T-20695A-09-0387

Re: IntelePeer, Inc.'s Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services in Arizona

Dear Sir or Madam:

On behalf of IntelePeer, Inc. ("IntelePeer"), enclosed please find an original and thirteen (13) copies of the above-referenced Application.

Note that Attachment D to the Application contains the financial statements for IntelePeer. IntelePeer is requesting that the information be considered "Confidential." IntelePeer has no objection to the Staff and Commission reviewing the information that is contained within the filing. However, because of the fact that the company is engaged in an extremely competitive environment, it considers the information to be in the nature of a "trade secret" in that the information is closely held, is not known to parties outside of the company, and could be used to the company's disadvantage by its competitors. Accordingly, it is requested that this information be maintained as confidential and not released to members of the public until such time as the company has had an opportunity to request the issuance of a protective order.

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage paid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Nguyen Vu at (202) 373-6254.

Respectfully submitted,

Ron W. Del Sesto, Jr.
Nguyen T. Vu

Counsel for IntelePeer, Inc.

Arizona Corporation Commission
DOCKETED
AUG 07 2009
DOCKETED BY

Boston
Hartford
Hong Kong
London
Los Angeles
New York
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Santa Monica
Silicon Valley
Tokyo
Walnut Creek
Washington

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

202.373.6000
202.373.6001
bingham.com

A/73112626.1

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated July 7, 2006. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

Mail original plus 13 copies of completed application to:

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

For Docket Control Only:
(Please Stamp Here)

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona andmark the appropriate box(s).

- [x] Resold Long Distance Telecommunications Services (Answer Sections A, B).
- [x] Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- [x] Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- [x] Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- [ ] Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- [ ] Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

IntelePeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403
(650) 525-9200 (Tel)
(650) 287-2628 (Fax)
www.intelepeer.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not Applicable

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Andre Simone
IntelePeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403
(650) 525-9200 (Tel)
(650) 287-2628 (Fax)
asimone@intelepeer.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Ron Del Sesto, Jr.
Nguyen T. Vu
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, D.C. 20006
(202) 373-6000 (Tel)
(202) 373-6001 (Fax)
r.delsesto@bingham.com
nguyen.vu@bingham.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code),and E-mail address of the Applicant's Complaint Contact Person:

Andre Simone
IntelePeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403
(650) 525-9200 (Tel)
(650) 287-2628 (Fax)
asimone@intelepeer.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

☐ Sole proprietorship

☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign

☐ Limited Liability Company: _____ Arizona, _____ Foreign

■ Corporation: _____ "S", X "C", _____ Non-profit

☐ Other, specify: _____

(A -8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

Please see Attachments A-8(1) and A-8(2-3).

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

Please see Attachment B.

(A-10) Indicate the geographic market to be served:

■ Statewide. (Applicant adopts statewide map of Arizona provided with this application).

☐ Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before anystate or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from reoccurring.

Neither Applicant nor any of its officers, directors, or partners has been or are currently the subject of any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.

2. Reasons for the investigation and/or judgment.

3. Copy of the Court order, if applicable.

Neither Applicant nor any of its officers, directors, partners, or managers has been or are currently the subject of any civil or criminal investigation, or had judgment entered in any judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

■ Yes ☐ No

Applicant will not prevent its customers from accessing alternative toll service providers or resellers via 1+101XXXX access.

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

■ For Long Distance Resellers, a $10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

■ Yes ☐ No

If "No", continue to question (A-15).

■ For Local Exchange Resellers, a $25,000 bond will be recommended.

■ Yes ☐ No

If "No", continue to question (A-15).

■ For Facilities-Based Providers of Long Distance, a $100,000 bond will be recommended.

■ Yes ☐ No

If "No", continue to question (A-15).

■ For Facilities-Based Providers of Local Exchange, a $100,000 bond will be recommended.

■ Yes ☐ No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than onetype of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Formas Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearingand the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

Applicant will submit copies of the affidavits of publication for its legal notice as a reseller when it is completed. Please see Attachment C for Applicant's proposed legal notice.

Applicant will publish its notification of facilities-based service when advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

■ Yes ☐ No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

To the extent IntelePeer provides resold services, IntelePeer will primarily use Qwest as an underlying carrier.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will orintends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC")of each state that granted the authorization. For each PUC listed provide the name of the contact person,their phone number, mailing address including zip code, and e-mail address.

IntelePeer is in the process of obtaining authority to provide facilities-based and/or resold local exchange and interexchange services in most if not all states. Applicant has not been denied authorization to provide telecommunications services.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

IntelePeer is not currently providing service similar to those that the Applicant will or intends to offer in Arizona.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Not applicable.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ■ Decision # 64178 Resold Long Distance
- ■ Decision # 64178 Resold LEC
- ■ Decision # 64178 Facilities Based Long Distance
- ■ Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

■ Yes ☐ No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Please see Attachment D, which contains the financial statements for Applicant. Applicant is requesting that the information be considered "Confidential." Applicant has no objection to the Staff and Commission reviewing the information that is contained within the filing. However, because of the fact that the company is engaged in an extremely competitive environment, it considers the information to be in the nature of a "trade secret" in that the information is closely held, is not known to parties outside of the company, and could be used to the company's disadvantage by its competitors. Accordingly, it is requested that this information be maintained as confidential and not released to members of the public until such time as the company has had an opportunity to request the issuance of a protective order.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not applicable.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certfication, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

calculated as the number of units sold times the maximum charge per unit.

IntelePeer's projected operating revenue from intrastate telecommunications services for the first 12 months following certification is approximately $72,000.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

IntelePeer's projected operating expenses from intrastate telecommunications services for the first 12 months following certification is approximately $93,600.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

4. If the projected value of all assets is zero, please specifically state this in your response.

Please see the response to B-4(3), above.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

The projected fair value is the same as the projected net book value.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐ Yes ■ No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐ Yes ■ No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.

2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona

IntelePeer is not currently providing any telecommunications services in Arizona. IntelePeer anticipates providing facilities-based interexchange and/or local exchange service in Arizona as soon as IntelePeer receives authority from the Commission.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

■ Yes ☐ No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

■ Yes ☐ No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

■ Yes ☐ No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

(Signature of Authorized Representative)

8/4/09
(Date)

Todd Smith
(Print Name of Authorized Representative)

VP, Corporate Controller, IntelePeer, Inc.
(Title)

SUBSCRIBED AND SWORN to before me this 4th day of Aug., 2009

SANDANA SINGH
Commission # 1747146
Notary Public - California
Santa Clara County
My Comm. Expires May 25, 2011

NOTARY PUBLIC

My Commission Expires May 25, 2011

Attachment A - 1

Certificate of Good Standing

STATE OF ARIZONA

Office of the

CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Michael P. Kearns, Interim Executive Director of the Arizona Corporation Commission, do hereby certify that

****INTELEPEER, INC.****

a foreign corporation organized under the laws of Delaware did obtain authority to transact business in the State of Arizona on the 25th day of June 2009.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 29th Day of July, 2009, A. D.

Interim Executive Director

Order Number: 376112

Attachment A-8(2-3)

Ownership Information for IntelePeer, Inc.

Name/Title	Address	Ownership %
Haydar Haba	Founder/Chief Visionary Officer	Less than 10%
Frank Fawzi	CEO & Chairman of the Board	Less than 10%
Andre Simone	Chief Financial Officer	Less than 10%

All officers can be reached at:
IntelePeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403

IntelePeer is privately held and is backed by venture capital firms VantagePoint Venture Partners, Kennet Venture Partners, NorthCap Partners and EDF Ventures.

VantagePoint Venture Partners
1001 Bayhill Drive
Suite 300
San Bruno, CA 94066
21.65%

Kennet Venture Partners
950 Tower Lane
Suite 1710
Foster City, CA 94404
21.65&

NorthCap Partners
Sundkrogsgade 7
P.O. Box 2672
DK-2100 Copenhagen
Denmark
Less than 10%

EDF Ventures
425 North Main Street
Ann Arbor, MI 48104-1147
Less than 10%

Attachment B

Proposed Tariffs

Attachment B-1	Local Exchange Tariff
Attachment B-2	Long Distance Tariff
Attachment B-3	Access Tariff

Attachment B-1

Local Exchange and Long Distance Tariff

Tariff Schedule Applicable to

Resold and Facilities-Based

Competitive Local Exchange and Interexchange Services

Furnished by

IntelePeer, Inc.

Between Points Within the State of Arizona

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for telecommunications services provided by IntelePeer, Inc. with principal offices at 2855 Campus Drive, Suite 200, San Mateo, CA 94403. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: August 7, 2009 Effective: _____

Issued By:

Julie Barghouthi
Sr. Vice President product Development & Access Management
IntelePeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403

CHECK SHEET

The sheets of this tariff inclusive herein are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

Issued: August 7, 2009 Effective: _____

Issued By:

Julie Barghouthi
Sr. Vice President product Development & Access Management
IntelePeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403

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Explanation of Symbols

(C) – To signify a changed regulation

(D) – To signify a discontinued rate or regulation

(I) – To signify an increase in a rate

(M) – To signify text or rates relocated without change

(N) – To signify a new rate or regulation or other text

(R) – To signify a reduction in a rate

(T) – To signify a change in text but no change in rate

TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

"Access line" refers to a communications facility that connects service from a common distribution source to the service access point.

"Applicant" refers to a person or agency requesting the Company to supply telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Central office" refers to the switching equipment and operating arrangements which provide exchange and long distance service to the public and interconnection of customer telecommunication services.

"Company" refers to IntelePeer, Inc.

"Commission" or "ACC" refers to the Arizona Corporation Commission.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service *and/or* per item basis each time the service or item of equipment is provided.

"Rules" refer to the regulations set forth in this tariff which apply to the provision of telephone service.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Service area" refers to the territory in which the Company has been granted a Certificate of Convenience and Necessity and is authorized by the Commission to provide telephone service.

"Service charge" refers to the charge as specified in the Company's tariffs which covers the cost of establishing moving, changing or reconnecting service or equipment.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

"Tariffs" refer to the documents filed with the Commission which list the services and products offered by the Company and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to customers and used in conjunction with the Services provided pursuant to this tariff.

"Toll service" refers to service between stations in different exchange areas for which a long distance charge is applicable.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 This tariff contains the regulations, rates and charges applicable to facilities-based and resold interexchange and/or local exchange services provided by the Company that originate and terminate within the State of Arizona.

2.1.2 The Company installs (or may utilize vendors service to install), operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

2.1.3 The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.1.4 The Company's services are available to business/non-residential customers.

SECTION 2. RULES AND REGULATIONS

2.2 Limitations

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

2.3.1.1 The payment of all applicable charges pursuant to this tariff.

2.3.1.2 Reimbursing the Company for damage to, or loss of the Company's equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the customer's premises.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's equipment. The customer may be required to install and maintain the Company's equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any installation work.

2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment of the Company.

2.3.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 With respect to any service provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment is compatible with such equipment. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3.4 The Company's services may be connected to the services or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned equipment.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and services;

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability (Cont'd)

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2.4.1.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability *(Cont'd)*

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

11. Any act or omission in connection with the provision of 911, E911, or similar services;

12. Any noncompletion of calls due to network busy conditions;

13. Any calls not actually attempted to be completed during any period that service is unavailable.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.5.1.2 Except as provided in 2.5.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.5.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment necessary to meet special demands for service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service

2.5.2 Cancellation of Service

2.5.2.1 Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier.

2.5.2.2 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.5.2.3 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

2.6.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date"). The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.6.2 Payments are past due if not received by the Company by the Due Date. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts, including attorneys' fees.

2.6.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service. The advance payment will be applied to any indebtedness for the service for which the advance payment is made on the customer's initial bill.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits

2.7.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company will be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. The company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy.

The Company may determine whether a customer has established good credit, except as herein restricted:

2.7.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2.7.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this Section.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits (Cont'd)

2.7.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.7.3 Interest on Deposits

Interest shall be paid on deposits at a rate prescribed and specified by the Commission and shall be payable from the date of deposit to the date of refund or disconnection.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned to the Customer as soon as practicable.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

2.8.1 In the event that Customer disputes any charges, Customer must submit an oral or written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall notify the Customer in writing of its receipt of a dispute ort complaint, within five (5) days. Any portion of a disputed amount deemed payable by the Company must be paid in full within five (5) working days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.8.2 Any unresolved dispute may be directed in writing to the Commission's Consumer Services Division, at 1200 W. Washington Street, Phoenix, AZ 85007. The Division may be reached between the hours of 8:00 a.m. and 5:00 p.m. as follows:

Within Metro Phoenix: 602-542-4251
Within Metro Tucson: 520-628-6550

Outside the Metro Phoenix or Tucson areas, but within Arizona, call toll free

1-800-222-7000 (Phoenix Office)
1-800-535-0148 (Tucson Office)

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Interruptions in Service

The Company shall make reasonable efforts to reestablish service within the shortest possible time when a service interruption occurs and shall make reasonable provisions to meet emergencies resulting from failure of service, and the Company shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company shall attempt to inform affected customers at least 24 hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers of the Company.

The Company shall notify the Commission of major interruptions in service affecting the entire system or any major division.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Interruptions in Service (Cont'd)

2.9.1 Allowances for Interruptions in Service

A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.9.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

B. due to the failure of power, equipment, systems, or services not provided by the Company;

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruptions in Service

2.9.2 Limitations on Allowances

C. due to circumstances or causes beyond the control of the Company;

D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. during any period in which the Customer continues to use the service on an impaired basis;

F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. that was not reported to the Company within thirty (30) days of the date that service was affected.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruptions in Service

2.9.3 Application of Credits for Interruptions of Service

A. Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

A return check charge of $25.00 will be assessed for checks returned for insufficient funds.

2.12 Restoration of Service

A reconnection fee of $25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, assembly, purchase or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.14.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice under the following conditions:

A. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities.

B. The Company has evidence of tampering or evidence of fraud.

The Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If the Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. The Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service (Cont'd)

2.14.1 Disconnection of Service Without Notice (Cont'd)

The Company shall maintain, for a minimum of one (1) year a record of all terminations of service without notice and the records shall be available for inspection by the Commission.

2.14.2. Disconnection of Service Requiring Notice

2.14.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection. The Company shall maintain, for a minimum of one (1) year a record of all terminations of service with notice and the records shall be available for inspection by the Commission.

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service subject to regulation by the Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service (Cont'd)

2.14.2. Disconnection of Service Requiring Notice (Cont'd)

2.14.2.1.D Failure to meet the Company's deposit and credit requirements.

2.14.2.1.E For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) working days notice.

2.14.2.1.F When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

2.12.2.1.G Unauthorized resale of equipment or service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.17 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.18 Overcharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer, with interest paid, within two years or as specified in the customer service agreement.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Notices

2.19.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

2.20 Minimum Call Completion Rate

2.20.1 A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.21 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

SECTION 3. DESCRIPTION OF SERVICES

3.1 Calculation of Rates

3.1.1 The customers long distance usage charge is based on the actual usage of the Company's network. The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.

3.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls. Billing will be rounded up to the nearest penny for each call.

3.1.3 Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.2 Promotional Offerings

3.2.1 The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. These promotions will be approved by the Commission with specific starting and ending dates, and be made part of this tariff.

3.3 Individual Case Basis ("ICB") Offerings

3.3.1 Arrangements may be developed on a case-by-case basis for tariffed service or services to a specific customer at rates, terms or conditions provided through an agreement instead of pursuant to tariff. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates.

The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Long Distance Service

Long Distance Service is a voice service offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. No monthly recurring charges or minimum monthly billing requirements apply.

3.5 Toll Free Long Distance Service

Toll Free Long Distance Service is a voice service offered to residential and business customers. The service permits inbound 800, 888 877, etc. calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Local Exchange Service

Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Service is classified as business service and business rates apply when any of the following conditions exist:

When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.

Service for social clubs will be considered business service.

When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Directory Assistance

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

3.8 Custom Calling Services

Custom Calling Service is an optional service arrangement of central office services furnished to residential and business customers. Custom Calling Features are offered subject to availability and suitably equipped central office facilities.

SECTION 4. RATES

4.1 Local Exchange Service (Cont'd)

4.1.1 Business Service

	Monthly Rate	Non-Recurring Charge
Service Order Charge Business Each Line or Trunk		$27.50
Changes, Service Restoration To change class, type or grade of service(per line or trunk)		$30.40

SECTION 4. RATES

4.1 Local Exchange Service (Cont'd)

4.1.1 Business Service

	Monthly Rate
Local Voice Service	$85.00

SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Long Distance Service (Cont'd)

	Day	Evening	Night/Weekend
Per Call	$0.42	$0.42	$0.42

4.3 Directory Assistance Service

Customer Dialed - after call allowance $0.95 Per Call

4.4 Custom Calling Services

	Monthly Recurring Charge Per Line
Call Waiting	$7.50
Call Forwarding	$2.50
Three Way Calling	$4.35
Remote Call Forwarding	$7.95

SECTION 5. MAXIMUM RATES

5.1 Local Exchange Service (Cont'd)

5.1.1 Business Service

	Non-Recurring Charge
Service Order Charge First Measured Business Line or Trunk	$30.25
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	$33.44

SECTION 5. MAXIMUM RATES (Cont'd)

5.1 Local Exchange Service (Cont'd)

5.2.1 Business Service

	Monthly Rate	Non-Recurring
Local Voice Service	$93.50	

SECTION 5. MAXIMUM RATES (Cont'd)

5.3 Long Distance Service (Cont'd)

	Day	Evening	Night/Weekend
Per Call	$0.46	$0.46	$0.46

5.4 Directory Assistance Service

Customer Dialed - after call allowance $1.04 Per Call

5.5 Custom Calling Services

	Monthly Recurring Charge Per Line
Call Waiting	$8.25
Call Forwarding	$2.75
Three Way Calling	$4.78
Remote Call Forwarding	$8.74

Attachment B-2

Access Tariff

Tariff Schedule Applicable to

Intrastate Switched Access Services

Furnished by

IntelePeer, Inc.

Between Points Within the State of Arizona

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for telecommunications services provided by IntelePeer, Inc. with principal offices at 2855 Campus Drive, Suite 200, San Mateo, CA 94403. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued by:
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Sr. Vice President Product Development & Access Management
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CHECK SHEET

The sheets of this tariff inclusive herein are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Number or Revision	Page	Number of Revision
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
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Issued: August 7, 2009

Effective: _____

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TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
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D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS AND REFERENCE MARKS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

(C) - To signify a changed condition or regulation
(D) - To signify a discontinued rate, service, regulation or condition
(I) - To signify an increase in a rate
(K) - To signify that material has been transferred to another sheet in the tariff.
(M) - To signify that material has been transferred from another sheet in the tariff.
(N) - To signify a new rate, service, regulation, condition or sheet
(R) - To signify a reduction in a rate
(T) - To signify a change in text for clarification

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Access Charge
A rate charged by a local exchange company to an interexchange company for the origination, transport, or termination of a call to or from a customer of the local exchange company. Such origination, transport, and termination may be accomplished either through switched access service or through special or dedicated access service.

Access Line
A circuit providing exchange service between a customer's standard network interface and a serving switching center.

Access Services
The Company's intrastate telephone services offered pursuant to this tariff.

Act
The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

Advance Payment
A payment required before the start of service.

Applicant
A person or agency requesting the Company to supply telephone service.

Automatic Number Identification (ANI)
A multi-frequency, signaling common switching feature that provides the automatic transmission of a seven or ten digit number and information digits to the customers premise for calls originating in the LATA to identify the calling party or station.

Calling Party Number
(CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

DEFINITIONS (Cont'd.)

Central Office

The switching equipment and operating arrangements which provide exchange and long distance service to the public and interconnection of customer telecommunication services.

Central Office Prefix

The first three digits (NXX) of the seven digit telephone number assigned to an end user's local exchange service.

Central Office Switch

A switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or End Office which is a switching entity that is used to terminate Customer station lines for the purpose of interconnection to each other and to trunks; and, a Tandem Switch or Tandem Office or Tandem that is a switching entity that has billing and recording capabilities and is used to aggregate traffic and deliver traffic to carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

Collocation

An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

Common Carrier

Denotes any individual, partnership, association, joint- stock company, trust, government entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Commission or ACC

Arizona Corporation Commission, the State agency responsible for the regulation of telecommunications service within a particular state's border.

Common Channel Signaling Network

Digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

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DEFINITIONS (Cont'd.)

Company

IntelePeer, Inc., the issuer of this tariff.

Customer

The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations and to whom the company is currently providing service.

Customer Proprietary Network Information (CPNI)

Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Digital Signal Level 1 (DS1)

1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

Digital Signal Level 3 (DS3)

The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code as listed in 2.8.2(A) following.

End User

A customer of telecommunications service who is not a telecommunications carrier.

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DEFINITIONS (Cont'd.)

Exchange

A unit generally smaller than a Market Service Area (MSA), established by a local service provider for the administration of communications services in the specific area. One or more exchanges comprise a MSA.

Exchange Telephone Company

Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

Extended Area Service (EAS)

A switching and trunking arrangement which provides for non-optional, unlimited, two-way, flat rate calling service between two or more telephone exchanges, provided at either the applicable local exchange rate or the applicable local exchange rate plus an EAS increment rather than at the toll message rate.

Facility or Facilities

Lines, conduits, ducts, poles, wires, cables, cross-arms, receivers, transmitters, instruments, machines, appliances, instrumentalities and all devices, real estate, easements, apparatus, property and routes used, operated, owned or controlled by a telecommunications company to facilitate the provision of telecommunications service.

FCC

The Federal Communications Commission

Grandfathered

Services ordered under the provisions of this tariff but are no longer available to new customers.

Individual Case Basis

A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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DEFINITIONS (Cont'd.)

Internet Traffic

Any traffic exchanged between Company and the customer that is originated by or delivered to an Enhanced Service Provider, including an Internet Service Provider.

Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Local Exchange Routing Guide (LERG)

The telecommunications industry database tool used to provision NPA/NNXs and provide routing information to facilitate call completion.

Local Traffic

Traffic, including but not limited to Internet Traffic, that is originated by a Customer, user, subsidiary or affiliate of the Customer on the customer's network or service and terminates to the Company or another customer of the Company on the Company's network, within a given local calling area, or expanded area service ("EAS") area as defined in the originating carrier's effective Customer Tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission.

Loss

The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Meet Point Billing

A situation when two or more exchange telephone companies are involved in the provisioning and billing of telecommunications service.

MOUs

Minutes of Use

North American Numbering Plan (NANP)

A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station

number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

DEFINITIONS (Cont'd.)

North American Numbering Plan (NANP)

A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator ((NANPA).

Originating Carrier

The carrier whose end user originates a call on the carrier's network or switching equipment.

Percentage of Interstate Usage (PIU)

The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

Percent of Local Usage (PLU)

The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

Point of Interconnection (POI)

The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the

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Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

DEFINITIONS (Cont'd.)

Service Order

The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Transfer Point (STP)

A specialized switch that provides SS7 network access and performs SS7 message routing and screening.

Tandem Transit or Third Party Tandem Transit

An arrangement that provides indirect Interconnection, via a third party's tandem, that is used by the Company and the Customer for the reciprocal exchange of local and IntraLATA Toll Traffic between their respective networks and/or service.

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DEFINITIONS (Cont'd.)

Telecommunications Service

The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

Terminating Carrier

The carrier who terminates a call to the carrier's end user a call on the carrier's network or switching equipment.

Termination Point

The point of demarcation within a customer designated premises or point of interconnection at which the Company's responsibility for the provision of service ends.

Trunk

In a telecommunications network, a path connecting two switching systems used to establish end-to-end connection. In some circumstances, both of its terminations may be in the same switching system.

Toll Traffic

Between stations in different exchange areas for which there is a separate charge not included in contracts for local exchange service.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

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DEFINITIONS (Cont'd.)

Wire Center

A building in which one or more end offices, used for the provision of Exchange Services, are located.

V and H Coordinates Method

A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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SECTION 1. AP PLICATION OF TARIFF

1.1.1 This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to IntelePeer, Inc. and traffic from those central office codes assigned to other carriers that transits IntelePeer's facilities.

1.1.2 Except as provided in 3.1.3(A), this tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Arizona.

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SECTION 2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

(B) The Company reserves the right to discontinue service, limit service, or to impose requirements when Customer is using the service in violation of the provisions of this tariff, or as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect of on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

(C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

(D) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

(E) This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

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SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

(A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

(B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

(C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

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SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

(F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

(G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 L iability of the Company (Cont'd.)

(H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

(I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

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SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

(A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

(1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment; or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

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SECTION 2. REGULATIONS (Cont'd.)

2.2 Prohibited Uses

(A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

(B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

(C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

(D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

(A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

(B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

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SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements

(A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

(A) (Cont'd.)

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 -projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

(B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

(C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

(D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., *number of access minutes* - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

(E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

(F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

(G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.

(H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

(I) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

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SECTION 2. REGULATIONS (Cont'd.)

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

(A) In order to protect the Company's facilities and personnel and the service furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

(A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

(B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2. REGULATIONS (Cont'd.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(1) an estimated two months' gross bill or existing two months' bill where applicable. The company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.

(2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

(B) A deposit may be required in addition to an advance payment.

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SECTION 2. REGULATIONS (Cont'd.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits (Cont'd.)

(C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a rate specified by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.1 Payment for Service (Cont'd.)

(B) Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

(A) Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.

(B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

(D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

(1) a rate of 1.5 percent per month; or

(2) the highest interest rate which may be applied under state law for commercial transactions.

(F) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 *Payment Arrangements (Cont'd.)*

2.6.2 Billing and Collection of Charges (Cont'd.)

(G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Company shall notify the Customer in writing of its receipt of a dispute ort complaint, , within five (5) days. Any portion of a disputed amount deemed payable by the Company must be paid in full within five (5) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

Any unresolved dispute may be directed in writing to the Commission's Consumer Services Division, at 1200 W. Washington Street, Phoenix, AZ 85007. The Division may be reached between the hours of 8:00 a.m. and 5:00 p.m. as follows:

Within Metro Phoenix: 602-542-4251
Within Metro Tucson: 520-628-6550

Outside the Metro Phoenix or Tucson areas, but within Arizona, call toll free
1-800-222-7000 (Phoenix Office)
1-800-535-0148 (Tucson Office)

(H) If service is disconnected by the Company in accordance with Section 2.6.3 following, and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Se rvice for Cause

The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days, after the date on which the notice is mailed, in which to remove the cause for disconnection, without incurring any liability. The Company shall maintain, for a minimum of one (1) year a record of all terminations of service without notice and the records shall be available for inspection by the Commission.

(A) Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

(B) Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service subject to regulation by the Commission.

(C) Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

(D) Failure to meet the Company's deposit and credit requirements.

(E) For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made.

(F) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

(G) Unauthorized resale of equipment or service.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Se rvice for Cause (Cont'd)

(H) Upon the Company's discontinuance of service to the Customer, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Se rvice for Cause (Cont'd)

The Company may discontinue service without notice in the following instances. The Company shall maintain, for a minimum of one (1) year a record of all terminations of service without notice and the records shall be available for inspection by the Commission.

:

(A) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

(B) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(C) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to the following address:

IntelePeer, Inc.
Attention: Customer Care
2855 Campus Drive, Suite 200
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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

(A) For Feature Group D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

(B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.5 (A) preceding are determined as follows:

(1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.8.2 following.

(2) For Feature Groups D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes
by
the number of airline miles as determined in (1) preceding
by
the Company's appropriate Local Transport Facility per mile per access minute rate
by
the Company's billing percentage factor.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

(B) (Cont'd.)

(2) (Cont'd.)

(b) Multiply:

The number of access minutes
by
the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

(C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices is listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

(D) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected Customers thirty (30) days' notice.

(E) Should the Company act as an intermediate, non-terminating local exchange carrier,

Local Transport Termination rates, as determined in Section 2.6.5 (B) preceding, will not be applied to the meet point billing arrangement.

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SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Se rvice Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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SECTION 2. REGULATIONS (Cont'd.)

2.7 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

(A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

(B) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2. REGULATIONS (Cont'd.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.1 Credit for Interruptions (Cont'd.)

(B) (Cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2. REGULATIONS (Cont'd.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.1 Credit for Interruptions (Cont'd.)

(B) (Cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours.
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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SECTION 2. REGULATIONS (Cont'd.)

2.7 Allowances for Interruptions in Services (Cont'd.)

2.7.2 Limitations on Allowances

No credit allowance will be made for:

(A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(C) interruptions due to the failure or malfunction of non-Company equipment;

(D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

(G) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2. REGULATIONS (Cont'd.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

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SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.1 Charges Based On Duration of Use (Cont'd.)

2.8.1.1 Rate Periods except Holidays

Applies to intraLATA intrastate traffic

Rate Period	From	Times Applicable To But Not Including	Days Applicable
			Monday - Friday
	8:00 A.M.	9:00 P.M.	Monday - Friday
Day	9:00 P.M.	11:00 P.M.	Monday - Friday
Evening	11:00 P.M.	8:00 A.M.	Weekend
Night	11:00 P.M.	8:00 A.M.	(Friday - Monday)

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SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.2 Rates Bas ed Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

(A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

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SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.2 Rates Based Upon Distance (Cont'd.)

(B) The airline distance between any two wire centers is determined as follows:

(1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.

(2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.

(3) Square each difference obtained in step (2) above.

(4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).

(5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

(6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula = $\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$

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SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 (B) in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, the fraction will always be rounded up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "866", "888", or "877", for example. Toll Free Data Base Access Service is offered in conjunction with Feature Group D Access.

Transit Traffic Service is an access service in which the Company transits traffic originated by a third party who is not an End User or other user of the Company's local exchange or exchange access service through its wire centers to a Customer. Transit Traffic Service is comprised of various facilities, connections, features and functions. It provides for the use of common terminating, common switching and switched transport facilities of the Company but does not include local switching.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered. When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

3.1.1.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

-Standard Interval
-Negotiated Interval
-Advance Order Interval

(A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups	Standard Interval
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

(B) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

(1) There is no Standard Interval for the service, or;

(2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.1 Access Order Service Date Intervals (Cont'd.)

(B) Negotiated Interval (Cont'd.)

(3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.1 Access Order Service Date Intervals (Cont'd.)

(B) Negotiated Interval (Cont'd.)

(3) (Cont'd.)

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Maximum Interval	
Initial Establishment of service where Customer is: - Not yet provided with any Trunk Group service in the LATA	6 Months
- Provided Trunk Group service in the LATA	90 Days

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.1 Access Order Service Date Intervals (Cont'd.)

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions. Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due ten (10) working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS *(Cont'd.)*

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.1 Access Order Service Date Intervals (Cont'd.)

(C) Advance Order Interval (Cont'd.)

(1) Advance Payment (Cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications (Cont'd.)

(A) Service Date Change Charge (Cont'd.)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications (Cont'd.)

(C) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

DSO Order Expedite Charge

The Company will impose an expedite charge on any order for circuits requested by the customer to be installed earlier than the standard interval for DS0 orders. A charge of twenty-five dollars per DS0 expedited, regardless of service address, will be assessed to the customer.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications (Cont'd.)

(D) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or a Customer's end user is unable to accept Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or

- Billing for the service will commence.

If no cancellation request is received within the specified thirty (30) calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.3 Cancellation of an Access Order (Cont'd.)

(B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than thirty (30) days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.4 Minimum Period

(A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.

(B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

(1) A move to a different building.

(2) A change in type of service.

(3) A change in Switched Access Service Interface Group.

(4) A change in Switched Access Service traffic type.

(5) A change in STP Access link.

(6) A change in STP Port.

(7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

(8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.1.1.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.6 Nonrecurring Charges (Cont'd.)

(1) Installation of Service (Cont'd.)

minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.6 Nonrecurring Charges (Cont'd.)

(2) Service Rearrangements (Cont'd.)

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within fifteen (15) days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(C) following, for each overflow in excess of ordered capacity.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

(A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

(1) Limitations

(a) A telephone number is not provided with Carrier Common Line.

(b) Detail billing is not provided for Carrier Common Line.

(c) Directory listings are not included in the rates and charges for Carrier Common Line.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(A) Carrier Common Line (Cont'd.)

(1) Limitations (Cont'd.)

(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.

(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

(2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

(3) Obligations of the Customer

(a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(A) Carrier Common Line (Cont'd.)

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3 following, is not subject to a Carrier Common Line charge.

(5) Rate Regulations

(a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.

(b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with Qwest Communications Company. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the Customer's option, Entrance Facility, Direct Trunked Transport, and STP Link Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunk Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility Termination charges as described in 3.1.2(B)(1) will apply, but no other Local Transport elements will be charged. Where Common Channel Signaling Access is ordered by a Customer that uses Direct Trunk Transport facilities, the STP Port charge as described in 3.1.2(B)(7) will also apply.

The following paragraphs describe the Local Transport rate elements.

Local Transport - Entrance Facility;
Common Switched Transport;
Transport Multiplexing;
Direct Trunked Transport;
Interconnection Charge;

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Service (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(1) Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Local Transport-Entrance Facility category is comprised of a DS1 rate. A Local Transport-Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

(2) Local Transport-Common Switched Transport

(a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.

(b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

(3) Transport Multiplexing

The Local Transport multiplexing feature allows for a DS3 facility to be channelized into 28 DS1 services or for a DS1 facility to be channelized into 24 Voice Grade or Voice Grade equivalent services. Multiplexing is available at the serving wire center of the customer premises or a collocation location, or at the company's premises. The multiplexing rates and charges are set forth in Section 5.1.4.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(4) Local Transport- Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport- Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(5) Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originate or terminate at a Company end office.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(6) Local-Transport Facilities

DS1 facilities are available for Local Transport-Entrance Facilities and for Local Transport-Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

(7) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the customer designated premises and the Company STP.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(8) Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element.

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises. The Shared End Office Trunk Port provides for the termination of Tandem Switched Transport to an end office.

Access minutes for all Switched Access Service subject to the Shared End Office Trunk Port will be multiplied by the per minute rate set forth in Section 5.1.4.

SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

(1) Customer Identification Charge

The Toll Fee Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Arizona.

(2) Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. The Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, 866 or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories

(B) Local Exchange Service

1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of Arizona.

2) Description

Local Exchange Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of Arizona and terminate to the Company's end users in the State of Arizona. Local Exchange Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of Arizona and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Service provides a trans- mission path between the POI and the Company's end user.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

(B) Local Exchange Service (Cont'd.)

3) Obligations of the Local Exchange Provider

(a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

(b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Service arrangement.

4) Rating of Local Exchange Service

For billing purposes, Local Exchange Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

5) Rate Regulations

Local Exchange Service will consist of the following rate categories.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

(B) Local Exchange Service (Cont'd.)

5) Rate Regulations (Cont'd.)

(a) Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in 5.1.3 following, for the completion of calls from a authorized local exchange provider end-user to a Company end-user.

(b) Direct Trunked Transport

Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 5.1.3(B) of this tariff. A Customer may use a single Direct Trunk in conjunction with Local Exchange Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

(B) Local Exchange Service (Cont'd.)

5) Rate Regulations (Cont'd.)

(c) Service Orders

The Service Order charges as specified in Section 5.1.1 of this tariff will apply on a per order basis.

(d) Other Standard Charges

Standard charges set forth in 3.1.2 do not apply to Local Service, except for the specific rate elements identified in (b) and (c) above.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.2 Miscellaneous Services

3.2.1 Presubscription

(A) Presubscription is an arrangement whereby an end user designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a pre-designated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.3.1, applies.

(B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.

- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Local Exchange Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.3.1, applies. This charge is billed to the end user that is the subscriber to the Local Exchange Service and applies only for selection of an IC which provides only intrastate service.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.2 Miscellaneous Services (Cont'd.)

3.2.2 Number Portability

(A) General

Number Portability is a service arrangement provided by to subscribers of the Company's Local Exchange Access Service, as set forth in 3.1.3(B) preceding. Number Portability allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the customer remains at the same location.

Number Portability utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

Number Portability provides a single call path for the forwarding of no more than one simultaneous call to the forwarding call number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at an additional charge.

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.2 Miscellaneous Services (Cont'd.)

3.2.2 Number Portability (Cont'd.)

(B) Regulations

1) Number Portability is offered where facilities permit.

2) The Customer is solely responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service with the Company, the provision of service by the Customer, and the provision of Number Portability. The Company, at its discretion, may require the Customer to provide written evidence of its authority to act on behalf of the end-user.

3) The Customer is required to provide sufficient terminating facilities and service at the terminating end of a forwarded call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end users.

4) End to end transmissions characteristics may vary depending on the distance and routing necessary to complete calls over facilities and the fact that another carrier is involved in provisioning of service.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)

3.2 Miscellaneous Services (Cont'd.)

3.2.2 Number Portability (Cont'd.)

(C) Rate Regulations

Number Portability will consist of the following rate categories.

1) Service Orders

Service Order charges as specified in Section 5.1.1 of this tariff may apply on a per order basis.

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SECTION 4. BILLING AND COLLECTION SERVICES

4.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Feature Groups B for 900 Access Service and D Switched Access Service for Customer messages that can be recorded by Company provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Feature Group D Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 Service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group B for 900 service or D Switched Access Service. A state operating territory of particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.2 Recording Service (Cont'd.)

For Feature Group B for 900 Access Service and FG D Switched Access Service the term "customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call Recording Service when requested by the Customer.

4.2.1 Undertaking of the Company

(A) The Company will record all customer messages carried over Feature Group B for 900 Access Service and FG D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.

(B) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change. Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

(C) Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than forty-five (45) days. The rated but unbilled message detail and the billed message detail will be retained for reference in place of the recorded customer message detail

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.2 Recording Service (Cont'd.)

4.2.1 Undertaking of the Company (Cont'd.)

(C) (Cont'd.)

For recorded customer message detail not used by Message Processing Service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in 5.4.1 following will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

4.2.2 Liability of the Company

Notwithstanding 4.2.1 preceding, the Company liability for Recording Service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set for in (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

4.2.3 Obligations of the Customer

(A) The Customer shall order Recording Service under a Special Order. The Customer shall order Recording Service at least one month prior to the date then the Customer message detail is to be recorded, unless Customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.2 Recording Service (Cont'd.)

4.2.4 Payment Arrangements and Audit Provision

(A) Notice and Scope

The Customer shall order Recording Service for Feature Group D Switched Access by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

(1) Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more that one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of Billing and Collection Services and the changes to the Customer for other services provided by the Company pursuant to this tariff.

(2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject mater of the audit, and the materials to be reviewed.

(3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.2 Recording Service (Cont'd.)

4.2.4 Payment Arrangements and Audit Provision (Cont'd.)

(A) Notice and Scope (Cont'd.)

(4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.

(5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.

(B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

(C) Requests for Examinations

(1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.2 Recording Service (Cont'd.)

4.2.4 Payment Arrangements and Audit Provision (Cont'd.)

(C) Requests for Examinations (Cont'd.)

(2) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

(D) Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

(E) Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is proved and for which charges apply is one month.

(F) Cancellation of a Special Order

A Customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the Special Order is to be canceled. Their verbal notice must be followed by written confirmation within ten (10) days. The service date for Recording Service is the date the Customer requests the recording to start. When a Customer cancels a Special

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.2 Recording Service (Cont'd.)

4.2.4 Payment Arrangements and Audit Provision (Cont'd.)

(F) (Cont'd.)

Order for Recording Service after the order date but prior to the start of service, a Special Order charge and the minimum monthly charges will apply.

(G) Changes to Special Orders

When material changes to a pending Special Order for Recording Service are requested by a Customer, the pending Special Order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new Special Order. All cancellation charges as set forth in (C) preceding will apply for the canceled Special Order.

4.2.5 Rate Regulations

The Special Order charge applies for each Special Order accepted by the Company for Recording Service or for a subsequently requested change.

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.3 Automatic Number Identification

4.3.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.4.1, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.4.2 will apply for each ANI record delivered to the Customer.

4.4 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis. On a manual basis, the information will be provided by mail. Information may be provided by either voice telecommunications or through electronic mail if agreed to by both the Company and the requesting customer.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.4 Billing Name and Address Service (Cont'd.)

4.4.1 Undertaking of The Company

(A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.

(B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

(C) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.4 Billing Name and Address Service (Cont'd.)

4.4.2 Obligations of the Customer

(A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

(B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.

(C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market date, records, files and data bases or other systems it assembles through the use of BNA Service.

(D) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.4 Billing Name and Address Service (Cont'd.)

4.4.2 Obligations of the Customer (Cont'd.)

(D) (Cont'd.)

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

(E) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)

4.4 Billing Name and Address Service (Cont'd.)

4.4.3 Rate Regulations

(A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.

(B) A charge applies for each request for BNA information for a telephone number provided on a manual basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

(C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.4.3 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(D) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

(D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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SECTION 5. RATES

5.1 Access Service

5.1.1 Service Orders

(A)	Service Implementation	
	(1) Installation Charge - Per trunk	$ 15.00
	(2) Access Order Charge - Per Access Request	$125.00
(B)	Service Date Change - Per Access Order	$ 25.00
(C)	Design Change - Per Access Order	$ 25.00
(D)	DS0 Expedite Charge - Per DSO Order	$ 25.00

5.1.2	Switched Access Service	Per Access Minute
	Tandem Service	$0.003250
	End Office Service	$0.020100

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport

(A) Entrance Facility

		Nonrecurring	Monthly
(1)	DS1 -Per Point of Termination		$200.00
	Installation Charge	$500.00	

		Nonrecurring	Monthly
(2)	DS3 -Per Point of Termination		$2,200.00
	Installation Charge	$700.00	

(B) Direct Trunked Transport

Facility Mileage	Monthly Rate	Per Mile
DS1	$70.00	$20.000
DS3	$650.00	$115.00

(C) Network Blocking Charge[1] $0.01

[1] Applies to FG D only

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport (Cont'd.)

(D) Chargeable Optional Features

		Nonrecurring
(1)	SS7 Signaling Option Conversion	
	-Per First Trunk Converted	$175.00
	-Per Additional Trunk Converted	$40.00
(2)	Change in Point Code	
	-First	$170.00
	-Per additional change	$ 34.00

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport (Cont'd.)

(E) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
- Per Transmission Path

SF Supervisory Signaling arrangement
- Per Transmission Path

E&M Type I Supervisory Signaling arrangement
- Per Transmission Path

E&M Type II Supervisory Signaling arrangement
- Per Transmission Path

E&M Type III Supervisory Signaling arrangement
(available with FGD)
- Per Transmission Path

(2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company
(available with FGB)
- Per Transmission Path

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport (Cont'd.)

(E) Non-chargeable Optional Features (Cont'd.)

(3) Customer specification of Local Transport Termination
Four-wire termination in lieu of two-wire termination
(available with FGB)
- Per Transmission Path

(4) Signaling System 7
- Per signaling connection arranged

(5) 64 kbps Clear Channel Capability
- Per Transmission Path

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office

Local Switching
Per Access Minute

Common Switching Chargeable Optional Features

	Rate
Automatic Number Identification/ SS7 Charge Number -Per Attempt	$0.00050

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

Common Switching Non-Chargeable Optional Features

Up to seven Digit Outpulsing of Access
Digits to Customer
(available with FGB)
- Per Transmission Path Group

Service Class Routing
(available with FGD)
- Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
- Per Transmission Path Group

International Carrier Option
(available with FGD)
- Per End Office and Access Tandem

SS7 Signaling Option
- Calling Party Number
(available with FGD)

- Carrier Selection Parameter
(available with FGD)

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk
(available with FGB)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

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SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

	Monthly Recurring Charge
Multiplexing DS3 to DS1	$300.00
Dedicated Switch Port Per DSl Port	$ 55.00
Cross Connect Per DS1 connected	$ 25.00

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SECTION 5. RATES (Cont'd.)

5.1 Access Services (Cont'd.)

5.1.5 800 Data Base Access Service

		Rate
(A)	Customer Identification - Per Query	$0.0050
(B)	Toll Free Number Reservation - Per Number Reserved	$1.00

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SECTION 5. RATES (Cont'd.)

5.2 Reserved for Future Use

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SECTION 5. RATES (Cont'd.)

5.3 Miscellaneous Services

5.3.1 Presubscription

	Non-Recurring Charge
Presubscription,	
- Per Telephone Exchange Service	
Line or Trunk, automatic	$1.25
Manual	$5.00

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SECTION 5. RATES (Cont'd.)

5.4 Billing and Collection Services

	Recurring Charge
5.4.1 Recording -Per Customer Message	$0.010
5.4.2 Automatic Number Identification -Per Attempt	$0.0120
5.4.3 Billing Name and Address	
- Service Establishment Charge	$1,600.00*
- Query Charge Per Telephone Number	$0.02

* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

5.5	Transit Traffic Service	Per MOU $0.0065
5.6	LNP Query Service	Per Query $0.002
5.7	Pay Phone Dial Around Recovery	Per Call $0.65

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SECTION 6. MAXIMUM RATE SCHEDULE

6.1 Access Service

6.1.1 Service Orders

(A)	Service Implementation	
	(1) Installation Charge - Per trunk	$ 16.50
	(2) Access Order Charge - Per Access Request	$137.50
(B)	Service Date Change - Per Access Order	$ 27.50
(C)	Design Change - Per Access Order	$ 27.50
(D)	DS0 Expedite Charge - Per DSO Order	$ 27.50

6.1.2	Switched Access Service	Per Access Minute
	Tandem Service	$0.003575
	End Office Service	$0.02211

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.1 Access Service (Cont'd.)

6.1.3 Local Transport

(A) Entrance Facility

		Nonrecurring	Monthly
(1)	DS1 -Per Point of Termination		$220.00
	Installation Charge	$550.00	

		Nonrecurring	Monthly
(2)	DS3 -Per Point of Termination		$2,420.00
	Installation Charge	$770.00	

(B) Direct Trunked Transport

Facility Mileage	Monthly Rate	Per Mile
DS1	$77.00	$22.000
DS3	$715.00	$126.50

(C) Network Blocking Charge[2] $0.011

[2] Applies to FG D only

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.1 Access Service (Cont'd.)

6.1.3 Local Transport (Cont'd.)

(D) Chargeable Optional Features

		Nonrecurring
(1)	SS7 Signaling Option Conversion	
	-Per First Trunk Converted	$192.50
	-Per Additional Trunk Converted	$44.00
(2)	Change in Point Code	
	-First	$187.00
	-Per additional change	$ 37.40

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.1 Access Service (Cont'd.)

6.1.4 End Office

Local Switching
Per Access Minute

Common Switching Chargeable Optional Features

	Rate
Automatic Number Identification/ SS7 Charge Number -Per Attempt	$0.00055

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.1 Access Service (Cont'd.)

6.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

	Monthly Recurring Charge
Multiplexing DS3 to DS1	$330.00
Dedicated Switch Port Per DSl Port	$ 60.50
Cross Connect Per DS1 connected	$ 27.50

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.1 Access Services (Cont'd.)

6.1.5 800 Data Base Access Service

		Rate
(A)	Customer Identification - Per Query	$0.0505
(B)	Toll Free Number Reservation - Per Number Reserved	$1.10

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.3 Miscellaneous Services

6.3.1 Presubscription

	Non-Recurring Charge
Presubscription,	
- Per Telephone Exchange Service	
Line or Trunk, automatic	$1.37
Manual	$5.50

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SECTION 6. MAXIMUM RATE SCHEDULE (Cont'd.)

6.4 Billing and Collection Services

	Recurring Charge
6.4.1 Recording -Per Customer Message	$0.011
6.4.2 Automatic Number Identification -Per Attempt	$0.0132
6.4.3 Billing Name and Address	
- Service Establishment Charge	$1,760.00*
- Query Charge Per Telephone Number	$0.022

* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

6.5	Transit Traffic Service	Per MOU $0.00715
6.6	LNP Query Service	Per Query $0.0022
6.7	Pay Phone Dial Around Recovery	Per Call $0.71

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Attachment C

Proposed Legal Notice

NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE COMPETITIVE RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES BY INTELEPEER, INC.

IntelePeer, Inc. ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive resold interexchange telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party mustrequest a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The application, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona, 85007, and at IntelePeer, Inc., 2855 Campus Drive, Suite 200, San Mateo, CA 94403.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R 14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission
Attention Docket Control
Re: IntelePeer, Inc.
(Enter Docket Number)
1200 West Washington Street
Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona 85007, or call 1-800-222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as sign language interpreter, as well as request this document in an alternative format, by contacting Shelley Hood, ADA Coordinator, voice phone number (602) 542-3931, E-Mail shood@cc.state.az.us. Requests should be made as early as possible to allow time to arrange the accommodation.

Attachment D

Financial Information
(CONFIDENTIAL - FILED UNDER SEAL)

Attachment D

Financial Information
(CONFIDENTIAL - FILED UNDER SEAL)

IntelePeer is requesting that the information be considered "Confidential." IntelePeer has no objection to the Staff and Commission reviewing the information that is contained within the filing. However, because of the fact that the company is engaged in an extremely competitive environment, it considers the information to be in the nature of a "trade secret" in that the information is closely held, is not known to parties outside of the company, and could be used to the company's disadvantage by its competitors. Accordingly, it is requested that this information be maintained as confidential and not released to members of the public until such time as the company has had an opportunity to request the issuance of a protective order.

Attachment E

Key Management Biographies

Haydar Haba, Founder & Chief Visionary Officer

An established expert in the telecommunications industry, Mr. Haba founded the company after a thorough study of the issues limiting global communication and realizing the future of SIP-based VoIP communications.

Mr. Haba has over 18 years experience in the communications industry. Prior to IntelePeer™, Mr. Haba was Founder and Chief Technology Officer of Telco 214, an emerging leader in the international voice market that was successful in winning large market share from AT&T, MCI and Sprint. Mr. Haba began his career at Symetrics Industries, a publicly traded defense communications and computer telephony integrator.

Mr. Haba is recognized internationally as an innovative and revolutionizing force within the communications industry. His knowledge and opinions on global communications and the future of VoIP have been featured commentary in print and broadcast media. Mr. Haba has completed PhD course work in Electrical Engineering and holds Bachelor of Science and Masters degrees from Florida Institute of Technology.

Frank Fawzi, Chief Executive Officer & Chairman of the Board

In 2007, Frank M. Fawzi joined IntelePeer as CEO. Mr. Fawzi is the guiding force in supporting the company's growth efforts in its drive to be the leading innovator of communications services and applications for top-tier carriers, voice service providers, enterprise software and web companies.

Between 1991 and 2001, Mr. Fawzi founded, built, and subsequently sold CommTech Corporation, a leader in the communications software sector, to ADC, a leading provider of broadband solutions for the telecommunication industry for $178M. He also served on the Communications Board of the New Jersey Technology Council, which named CommTech #1 mid-stage company of the year in 1997.

Prior to founding CommTech, Mr. Fawzi worked with AT&T Bell Laboratories and other divisions of AT&T. While at AT&T, he was the lead data communications architect on a team responsible for AT&T being awarded a $1.4 billion contract from the U.S. Internal Revenue Service (IRS).

Mr. Fawzi received a Bachelor of Science in Engineering and Computer Science and a Masters of Science in Management Information Systems from Stevens Institute of Technology, and has participated in the Wharton Executive Management Program at the University of Pennsylvania.

Andre Simone, Chief Financial Officer

Mr. Simone was CFO at Dimatix which was acquired by Fuji Film. Previously he had been CFO at SAP Markets Inc., which was sold to SAP; ACTA Technology, where he completed private financing and prepared the company for an IPO and subsequent acquisition by Business Objects; and ADAC Laboratories, a publicly traded company later acquired by Philips, where he was responsible for acquisitions, investor relations and finance.

Earlier in his career, Simone held a variety of positions including foreign currency manager at Hewlett Packard and consultant at Bain & Company.

Simone holds an MBA from the University of Pennsylvania's Wharton School and a B.S. degree from Stanford University with Distinction.