INTRASTATE SWITCHED ACCESS SERVICES TARIFF

TARIFF APPLICABLE TO

INTRASTATE SWITCHED ACCESS SERVICES

OF

INTELEPEER, INC.

BETWEEN POINTS WITHIN THE STATE OF CALIFORNIA

U-7175-C

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

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	First Revised*	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	First Revised*
8	Original	37	First Revised*
9	Original	38	First Revised*
10	Original	39	First Revised*
11	First Revised*	40	First Revised*
12	First Revised*	41	First Revised*
13	Original	42	First Revised*
14	Original	43	First Revised*
15	Original	44	First Revised*
16	Original	45	First Revised*
17	Original	46	Original
18	Original	47	Original
19	First Revised*	48	Original
20	Original	49	Original
21	Original	50	Original
22	Original	51	Original
23	Original	52	Original
24	Original	53	Original
25	Original	54	Original
26	Original	55	Original
27	Original	56	Original
28	Original	57	Original
29	Original	58	Original

* Denotes changes on effective date.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

CHECK SHEET (Cont'd.)

Page	Number or Revision	Page	Number of Revision
59	Original	88	Original
60	Original	89	Original
61	Original	90	Original
62	Original	91	Original
63	Original	92	Original
64	Original	93	Original
65	Original	94	Original
66	Original	95	Original
67	Original	96	Original
68	Original	97	Original
69	Original	98	Original
70	Original	99	Original
71	Original	100	Original
72	Original	101	Original
73	Original	102	Original
74	Original	103	Original
75	Original	104	Original
76	Original	105	Original
77	Original	106	Original
78	Original	107	Original
79	Original	108	Original
80	Original	109	Original
81	Original	110	Original
82	Original	111	Original
83	Original	112	Original
84	Original	113	Original
85	Original	114	Original
86	Original	115	Original
87	Original	116	Original
		117	Original
		118	Original

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

CHECK SHEET (Cont'd.)

Page	Number or Revision
119	Original
120	Original
121	Original
122	Original
123	Original
124	Original
125	Original
126	Original
127	Original
128	Original
129	Original
130	Original
131	Original
132	Original
133	Original
134	Original
135	Original
136	Original

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

TABLE OF CONTENTS

DESCRIPTION *SHEET*

CHECK SHEET....1
TABLE OF CONTENTS....4
TARIFF FORMAT....5
PRELIMINARY STATEMENT....6
EXPLANATION OF SYMBOLS....7
SERVICE AREA MAPS....8
RATE SCHEDULES....9

RULES
No. 1 Definitions....24
No. 2 Description of Service....33
No. 3 Application for Service....67
No. 4 Contracts....84
No. 5 Special Information Required on Forms....85
No. 6 Establishment and Re-Establishment of Credit....87
No. 7 Deposits and Advance Payments....88
No. 8 Notices....90
No. 9 Rendering and Payment of Bills....93
No. 10 Disputed Bills Procedure....102
No. 11 Discontinuance and Restoration of Service....104
No. 12 Optional Rates....106
No. 13 Temporary Service....107
No. 14 Continuity of Service....108
No. 15 Extensions....113
No. 16 Service Connections/Facilities on Customers' Premises....114
No. 17 Measurement of Service....115
No. 18 Meter Tests....120
No. 19 Supply to Separate Premises and Resale....121
No. 20 General Regulations Applicable to Provision of Service....124
Sample Forms....132

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

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. **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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

PRELIMINARY STATEMENT

IntelePeer, Inc. ("IntelePeer") has been granted authority by the California Public Utilities Commission to provide competitive local exchange services within the State of California to Customers located in exchange areas served by AT&T California ("AT&T"), Citizens Telecommunications Company of California, Inc./Citizens Communications Company ("CTC"), SureWest Telephone/SureWest Communications ("SureWest") and Verizon California, Inc. ("Verizon").

This tariff contains all effective rates, terms and conditions for intrastate end-user local exchange and carrier access services originated from and terminated to central office codes assigned to IntelePeer. 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.

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 California.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS AND REFERENCE MARKS USED IN THIS TARIFF

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

(C)	-	To signify a changed listings, rule, or condition which may affect rates or charges.
(D)	-	To signify discontinued material, including listing, rate, rule or condition.
(I)	-	To signify an increased rate.
(L)	-	To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
(N)	-	To signify a new material including listing, rate, rule or condition
(R)	-	To signify a reduction in rate
(T)	-	To signify a change in wording of text but not change in rate, rule or condition

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SERVICE AREA MAPS

The Company provides competitive local exchange service in California within the service territories of AT&T California ("AT&T"), Citizens Telecommunications Company of California, Inc./Citizens Communications Company ("CTC"), SureWest Telephone/SureWest Communications ("SureWest") and Verizon California, Inc. ("Verizon").

The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by CTC (Schedule Cal. P.U.C. No. AB), SureWest (Schedule Cal. P.U.C. No. A3) and Verizon (Schedule Cal. P.U.C. No. A-1).

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES

Applicability

This Schedule sets forth the rates and charges applicable to Carrier's service offerings. The rates and charges are applicable to all local services provided to business/non-residential customers as indicated.

Territory

Carrier will provide service within the base rate areas of all exchanges, as said exchanges are defined on the map filed on Sheet 9-T herein, as authorized by the California P.U.C.

Notes

(1) When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

(2) Carrier will ensure an industry standard blocking rate no greater than P.01.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

Applicable Taxes and Surcharges

Pursuant to Resolution T-16901, all telecommunications carriers are required to concur with the Commission's Public Programs all-end-user surcharges and the Reimbursement Fee as filed by AT&T California in its tariff for surcharges and fees. IntelePeer will apply the current surcharge and fee amounts in that AT&T California tariff on the respective end user bills. All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Customer will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges,

Adherence to Nonpublic Utility Provider Services Law

Carrier will adhere to all applicable nonpublic utility provider services rules and law, including, but not limited to, Section 741.2 of the California Public Utilities Code.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service

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 DS0 Order $ 25.00

1.2	Switched Access Service	Per Access Minute	
(A)	Tandem Service	$0.001062	(R)
(B)	End Office Service	$0.001342	(R)
(C)	Tandem Switching Transport		(N)
	Termination – Fixed	$0.000120	I
	Facility – Per Mile	$0.000008	I
	Interconnection Charge	$0.000000	(N)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

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] $0.0037 (R)

[1] Applies to FG D only

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

1.3 Local Transport (Cont'd.)

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

(2) Signaling System 7
- Per signaling connection arranged

(3) 64 kbps Clear Channel Capability
- Per Transmission Path

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

Common Switching Non-Chargeable Optional Features

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)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

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 FGD)

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)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

	Monthly Recurring Charge	
Multiplexing DS3 to DS1	$131.25	(R)
Dedicated Switch Port Per DSl Port	$ 54.00	(R)
Cross Connect Per DS1 connected	$ 25.00	

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

A. Switched Access Service (Cont'd.)

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

B. Miscellaneous Services

1.1 Presubscription

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

C. Billing and Collection Services

		Recurring Charge
1.1	Recording -Per Customer Message	$0.010
1.2	Automatic Number Identification -Per Attempt	$0.0120
1.3	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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RATES (Cont'd)

D.	Transit Traffic Service	Per MOU $0.0065
E.	LNP Query Service	Per Query $0.002
F.	Pay Phone Dial Around Recovery	Per Call $0.65

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

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.

Access Services

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

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.

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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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

California Public Utilities 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.

Company

IntelePeer, Inc., the issuer of this tariff.

Consumer Affairs Branch

Refers to the CPUC office where consumers may complain about a telephone, gas or electric utility service or billing problem within California, which they have not been able to resolve with the utility. Consumers may write or call the CPUC at: CPUC, Consumer Affairs Branch 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 Or; email to "consumer-affairs@cpuc.ca.gov" Phone 1-415-703-1170, or 1-800-649-7570. For TDD, call 1-800-229-6846.

Customer

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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

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 will be the point of interconnection associated with an NPA-NXX code as listed in Rule 17.

End User

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

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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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.

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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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).

Originating Carrier

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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 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.

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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

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.

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 interconnection at which the Company's responsibility for the provision of service ends.

Toll Traffic

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

Transit Traffic Service

An access service, including but not limited to all Section 251(b)(5) traffic, ISP-bound traffic, intraLATA toll traffic (not delivered to an IXC), and CMRS intraMTA traffic, 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 does not include 911, 411, 976, 311, 611, 500, 950, directory assistance, 0+ local, and 0+ operator services.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 1 - DEFINITIONS (Cont'd.)

User

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

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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES

2.1 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 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. The originating party is responsible for payment of any appropriate rates applied to MOUs transited, unless otherwise specified.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES

2.1 Access Services (Cont'd.)

(A) Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query an 800 data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access. The 800 series includes the following. service access codes: 800, 888, 877, 866, 855, 844, 833 and 822.

(B) Originating FG Access is assessed for each minute of use.

Originating 800 FG Access includes the delivery of 8XX traffic that is initiated by a Wireless Provider's End User and is delivered from a CMRS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic.

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES

2.1 Access Services (Cont'd.)

(C) Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access End Users who are connected to the Company. Calls in the terminating direction will not be completed to 950-OXXX or 950-1XXX access codes, local operator- assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

Terminating FG Access is assessed for each minute of use.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched except as stated in 2.1.3:

(D)

- End Office Switching (C)
- Tandem Switching (N)
- Local Transport

(D)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(D)

(A) End Office Switching (C)

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. (L)

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) 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 correct number. Intercept rates are assessed to Customer based on 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 Dedicated Switch Port provides for the termination of Tandem Switched Transport to an end office.

Access minutes for all Switched Access Service subject to the Dedicated Switch Port will be multiplied by the per minute rate set forth in Section A.1.4 (L) (C)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(D)

(B) Tandem Switching (N)

Tandem Switching is an access service providing transmission and tandem switching between the Customer designated premises and the Company switch(es) where the Customer's traffic is switched from or to an entity other than an End User for purposes of originating or terminating the Customer's communications.

In addition to Tandem Switching, associated rate elements include:
Tandem Switching Transport Termination
Tandem Switching Transport Facility
Interconnection Charge

(1) Tandem Switching Transport Termination
This rate element applies to the non-distance sensitive portion of the Tandem Switched Transport for transmission facilities between the Company network and the end office.

(2) Tandem Switching Transport Facility
This rate element applies to the distance sensitive portion of the Tandem Switched Transport for transmission facilities between the Company network and the end office.

(3) Interconnection Charge
This rate element will be applied for interconnection with the Company's network for all Switched Access minutes of use that originate or terminate at a Company end office. (N)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(C) Local Transport (T)

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 Rule 9.1.5 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).

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(C) Local Transport (Cont'd.) (T)

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 2.1.2(C)(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 2.1.2(C)(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

(D)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Service (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(C) Local Transport (Cont'd.) (T)

(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 Rate Schedule B.1.4.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(C) Local Transport (Cont'd.) (T)

(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 will 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) RESERVED FOR FUTURE USE (C)
(D)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(C) Local Transport (Cont'd.) (T)

(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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

(C) Local Transport (Cont'd.) (T)

(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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.2 Standard Rate Categories (Cont'd.)

RESERVED FOR FUTURE USE (L)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.3 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 California.

(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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.3 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 California.

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 California and terminate to the Company's end users in the State of California. 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 California 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.3 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.3 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 Rate Schedule B.1.3, 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 Rate Schedule B.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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.1 Access Services (Cont'd.)

2.1.3 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 Rate Schedule B.1.1 of this tariff will apply on a per order basis.

(d) Other Standard Charges

Standard charges set forth in 2.1.2 do not apply to Local Service, except for the specific rate elements identified in (b) and (c) above.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.2 Miscellaneous Services

2.2.1 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 Rate Schedule C.1.1, 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 Rate Schedule C.1.1, 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.2 Miscellaneous Services (Cont'd.)

2.2.2 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 2.1.3(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 rules of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.2 Miscellaneous Services (Cont'd.)

2.2.2 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.2 Miscellaneous Services (Cont'd.)

2.2.2 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 Rate Schedule B.1.1 of this tariff may apply on a per order basis.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3 Billing And Collection Services

The Company will provide the following services:

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

2.3.1 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 Group 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 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3 Billing And Collection Services

2.3.1 Recording Service (Cont'd.)

For 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.

2.3.1.1 Undertaking of the Company

(A) The Company will record all customer messages carried over 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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3.1 Recording Service (Cont'd.)

2.3.1.1 Undertaking of the Company (Cont'd.)

(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 Rate Schedule D.1.1 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.

2.3.1.2 Liability of the Company

Notwithstanding 2.3.1.1 preceding, 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 will attach to the Company for its action or the conduct of its employees in providing Recording Service.

2.3.1.3 Obligations of the Customer

The Customer will order Recording Service under a Special Order. The Customer will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3.1 Recording Service (Cont'd.)

2.3.1.4 Payment Arrangements and Audit Provision

(A) Notice and Scope

The Customer will 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 will 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 will 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 will be directed to the Company's representative at the address stipulated by such representative.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3.1 Recording Service (Cont'd.)

2.3.1.4 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 will 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 will 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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3.1 Recording Service (Cont'd.)

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

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

(2) An "Examination" will, 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 will 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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3.1 Recording Service (Cont'd.)

2.3.1.4 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.

2.3.1.5 Rate Regulations

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

2.3.2 Automatic Number Identification

2.3.2.1 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 Rate Schedule D.1.2, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Rate Schedule D.1.2 will apply for each ANI record delivered to the Customer.

2.3.3 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

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

2.3.3.1 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

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

2.3.3.2 Obligations of the Customer

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

(B) The Customer will 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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

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

2.3.3.2 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 will 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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 2 - DESCRIPTION OF SERVICES (Cont'd.)

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

2.3.3.3 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 Rate Schedule D.1.3 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 2.3.3.2(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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE

3.1 Access Services

The Company will accept both affirmative orders and constructive orders for Carrier-Customer access services. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers.

(A) Service Orders

The signing of a Service Order by the Carrier Customer and acceptance 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 Carrier Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Carrier-Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Carrier Customer at the request of the Carrier Customer or by the Carrier Customer accepting PIC requests by End-User Customers that request the Carrier Customer as their PIC.

(B) Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests; to the Company, or by allowing Company End-User-Customers to choose the Carrier Customer as their PIC and once processed, allowing Company End-User-Customers to utilize the Carrier-Customer as their primary IXC.

C) Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End-User Customers and Company End-User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier-Customer has constructively ordered Company's originating and/or terminating switched access services.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 will provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer will 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 will 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 will 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 will 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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (Cont'd.)

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

For 800 Data Base Access Service, the Customer will 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 will 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;

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 Rate Schedule B.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 Rule 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 Rate Schedule B.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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 will the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 will 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, will be the 31st day beyond the original service date of the Access Order.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 3 - APPLICATION FOR SERVICE (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 Rate Schedule B.1.3(C) following, for each overflow in excess of ordered capacity.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 4 - CONTRACTS

4.1 Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similar situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 5 - SPECIAL INFORMATION REQUIRED ON FORMS

5.1 Customer Bills

The Company name will be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill will be paid by the Customer to the Company:

2. Billing detail, including the period of service covered by the bill;

3. Late payment charges and when they will be applied;

4. How the Customer may pay the bill;

5. How to contact the Company with questions about the bill;

6. If a Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services then, the bill will include a toll-free number for service or billing inquires.

Each bill will also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if *not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill please request an explanation from Your Company Name. "*

"If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California. To avoid having service disconnected, payment of the disputed bill should be made "under protest " to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch will review the basis of the billed amount, communicate the results of its review to the parities and inform you of your recourse to pursue the matter further with the Commission".

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 5 - SPECIAL INFORMATION REQUIRED ON FORMS (Cont'd)

A. Customer Bills (Cont'd)

Any prorated bill will use a 30-day month to calculate the pro-rata amount. Prorating will apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period will be billed in addition to prorated amounts.

5.2 Deposit Receipts

Each deposit receipt will contain the following provision:

"This deposit, less the amount of any unpaid bills for service furnished by [Your Company Name], will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period. "

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 6 -ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

6.1 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 7 - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

7.1 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' customary use or estimated two months' bill where applicable. Customary use is calculated using charges for the previous three months' of service.

(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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 7 - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS (Cont'd.)

7.1 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.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest will be given if the Customer has received a minimum of two notices in a 12-month period.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 8 -NOTICES

8.1 Notices provided to the Customer by the Company will be as follows:

8.1.1 Rate Information:

1) Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice will be required for minor rate increases or for rate decrease. Customers will be advised of optional service plans in writing as they become available. In addition, Customers will be advised of changes to the terms and condition of service no later than the company's next periodic billing cycle.

2) When a CLC provides information to a consumer which is allegedly in violation of its tariffs, the consumer will have the right to bring a complaint against the CLC.

8.1.2 Discontinuance of Service Notice

1) Notice by Customers:

Customers are responsible for notifying the CLC of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 8 -NOTICES

8.1.2 Discontinuance of Service Notice

2) Notice by CLC

Notice to disconnect service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

a. The amount that is delinquent.

b. The date when payment or arrangements for payment are required in order to avoid termination.

c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.

d. The procedure the Customer may use to request amortization of the unpaid charges.

e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.

f. The telephone number of the CAB where the Customer may direct inquiries

g. Notification that local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

h. The name and address of the Customer whose account is delinquent.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 8 -NOTICES

8.1.3 Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

8.1.4 CLC Notices Requirements

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS

9.1 Payment Arrangements

9.1.1 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.1 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.

9.1.2 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 will present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.2 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 will be due to the Company. The late payment penalty will be the portion of the payment not received by the date due, multiplied by a late factor. The late factor will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

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

(H) If service is disconnected by the Company in accordance with Rule 9.1.3 following, and later restored, restoration of service will be subject to all applicable installation charges.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.5 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 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.5 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 Rule 2 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 Rule 2. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Rule 17.

(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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.5 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.5 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 Rule 9.1.5 (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 Rule 9.1.5 (B) preceding, will not be applied to the meet point billing arrangement.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 9 - RENDERING AND PAYMENT OF BILLS (Cont'd.)

9.1 Payment Arrangements (Cont'd.)

9.1.6 Changes in Service 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 will be adjusted according to the term and conditions set forth in Rule 3, Access Order Modifications.

9.1.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment will 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 will be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest will 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 will be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 10 - DISPUTED BILLS

10.1 In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

1) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.

2) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

3) If there is still disagreement after the investigation and review by a manger of the Company, the Customer may appeal to the Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

4) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.

5) The Company will respond to CAB's requests for information within ten (10) business days.

6) CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 10 - DISPUTED BILLS

7) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

8) The CPUC address:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102

(415) 703-4973

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 11 - DISCONTINUANCE AND RESTORATION OF SERVICE

11.1 Discontinuance of Service for Cause

The Company may disconnect service for any of the following reasons, without incurring any liability provided it has notified the Customer of its intent, in writing, if applicable, to disconnect service and has allowed the Customer a reasonable time of not less than seven (7) working days, after the date on which the notice is mailed, in which to remove the cause for disconnection.

(A) Upon nonpayment of any amounts owing to the Company. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by CPUC or by the court.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company.

(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

(D) 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.

(E) 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.

(F) 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 11 - DISCONTINUANCE AND RESTORATION OF SERVICE (Cont'd)

11.1 Discontinuance of Service for Cause (Cont'd.)

(G) Upon the Company's discontinuance of service to the Customer under Rule 11.1 (A) or 11.1 (B), the Company, 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).

(H) The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit Information).

11.1.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service will 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
San Mateo, CA 94403

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 12 - OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

RESERVED FOR FUTURE USE

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 13 - TEMPORARY SERVICE

13.1 Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 14 - CONTINUITY OF SERVICE

14.1 Allowances for Interruptions in Service

Except as set forth in 14.1.1(B) preceding and 14.1.2 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 14.1.1 for the part of the service that the interruption affects.

14.1.1 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 14 - CONTINUITY OF SERVICE (Cont'd.)

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

14.1.1 Credit for Interruptions (Cont'd.)

(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.

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances will 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 will be considered as one interruption.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 14 - CONTINUITY OF SERVICE (Cont'd.)

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

14.1.1 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 14 - CONTINUITY OF SERVICE (Cont'd.)

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

14.1.2 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 14 - CONTINUITY OF SERVICE (Cont'd.)

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

14.1.3 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 15 - EXTENSIONS

RESERVED FOR FUTURE USE

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 16 - SERVICE CONNECTIONS AND FACILITIES ON CUSTOMERS PREMISES

RESERVED FOR FUTURE USE

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 17 - MEASUREMENT OF SERVICE

17. 1Application of Rates

17.1.1 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 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 17 - MEASUREMENT OF SERVICE

17.1 Application of Rates (Cont'd.)

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

Rate Periods except Holidays - Applies to intraLATA intrastate traffic

Rate Period	From	Times Applicable To But Not Including	Days Applicable
	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)

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 17 - MEASUREMENT OF SERVICE

17.1 Application of Rates (Cont'd.)

17.1.2 Rates Based Upon Distance

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

(1) 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).

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 17 - MEASUREMENT OF SERVICE

17.1 Application of Rates (Cont'd.)

17.1.2 Rates Based Upon Distance (Cont'd.)

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

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

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

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

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

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

(f) 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.

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

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 17 - MEASUREMENT OF SERVICE

17.1 Application of Rates (Cont'd.)

17.1.3 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.

The Local Transport Facility mileage rates are shown in Rate Schedule B.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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 18 - METER TESTS AND ADJUSTMENTS OF BILLS FOR METER ERROR

RESERVED FOR FUTURE USE

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 19 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the PUC include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

APPENDIX B

1. Any communications utility operating under the jurisdiction of this Commission will refuse service to a new applicant and will disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing will be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.

2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule will have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission will schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule will be exclusive. No other action at law or in equity will accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule."

3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the Customer the utility will promptly restore such service.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 19 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

4. Any concerned law enforcement agency will have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and will have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency will be entitled to receive copies of all notices and orders issued in such proceeding and will have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this Rule, will notify the applicant or Customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and will include with said notice a copy of this rule together with a statement that the applicant or Customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or Customer, will provide or restore such service unless the law enforcement agency concerned will have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency will mail or deliver a copy thereof to the applicant or Customer. Nothing in this paragraph will be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

7. Each contract for communications service, by operation of law, will be deemed to contain the provisions of this rule. Such provisions will be deemed to be a part of any application for communications service. Applicants for service will be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 19 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

8. The term 'person,' as used herein, includes a Customer to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.

9. The term 'communications utility,' as used herein, includes a 'telephone corporation' and a 'telegraph corporation,' as defined in Division 1 of the California Public Utilities Code."

For the information of the Company's Subscribers, the addresses of the Commission's offices are as follows:

For Northern California:

Public Utilities Commission
Consumer Affairs Branch
State Building
505 Van Ness Avenue, Rm. 2003
San Francisco, California 94102

For Southern California:

Public Utilities Commission
Consumer Affairs Branch
State Building
107 South Broadway, Rm. 5109
Los Angeles, California 90012

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO PROVISION OF SERVICE

20.1 Undertaking of the Company

20.1.1 Terms and Conditions

(C) In any action between the parties to enforce any provision of this tariff, the prevailing party will 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 will 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 will be interpreted and governed by the laws of the State of California without regard for its choice of laws provision.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.1 Undertaking of the Company (Cont'd.)

20.1.2 Liability of the Company

(A) The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.

(B) The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.

(C) The Company shall not be liable for any personal injury, or death of any person or person, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause which is not the direct result of the Company's gross negligence or willful misconduct.

(D) Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.1 Undertaking of the Company (Cont'd.)

20.1.2 Liability of the Company (Cont'd.)

(E) The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.

(F) The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Schedule due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.

(G) The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

20.1.3 Claims

The Company will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.2 Prohibited Uses

(A) The services the Company offers will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.3 Obligations of the Customer

20.3.1 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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.3 Obligations of the Customer (Cont'd.)

2.3.1 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 will 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 will be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer will utilize the same considerations as those set forth in Rule 20.3.1(B).

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 will 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.3 Obligations of the Customer (Cont'd.)

20.3.1 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 Rate Schedule A.

(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 will 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 Rule 20.3.1(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 Rule 2.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RULE 20 - GENERAL RULES APPLICABLE TO THE PROVISION OF SERVICE (Cont'd.)

20.3 Obligations of the Customer (Cont'd.)

20.3.3 Jurisdictional Report Requirements (Cont'd.)

(F) The Customer reported projected interstate percentage of use as set forth in Rule 20.3.1(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Group 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 Rule 20.3.1(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 will 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 will 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 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.

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SAMPLE FORMS

Individual Case Basis Agreement

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between IntelePeer, Inc., a Delaware corporation, or its assigns, ("Intelepeer") at 2855 Campus Drive Suite 200, San Mateo, CA 94403, and _____ herein called "Customer"), whose address is_____

This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

1. **SERVICE TERM**
The Service Term begins on the date the Service is installed, but in no event prior to the receipt of the required approval of the CPUC or FCC. Following the expiration of the term, the Agreement will continue on a month-to-month basis, upon the terms and conditions and pricing then in effect and specified in the applicable tariff(s).

2. **SERVICE**

(a) Service Type and Quantity (check all that apply)

(b) ICB Arrangement (specific ICB rates must be listed):_____

(c) The telecommunications services offered by IntelePeer under this Agreement are offered pursuant to IntelePeer's tariffs, which are filed with the CPUC for intrastate services and with the FCC for interstate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable nonrecurring and monthly recurring charges of said tariffs and said tariffs an: fully incorporated herein. The tariffs are available for review at IntelePeer's offices. For services that are not tariffed, the terms and conditions of this Agreement will govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, the tariff will control.

(d) This Agreement will at all times be subject to such changes and modifications by the CPUC and the FCC, as said Commissions may, from time to time, direct in the exercise of their appropriate jurisdiction.

TERMS AND CONDITIONS CONTINUE ON REVERSE

By signing this form, I agree to pay all charges incurred on my account, including any applicable federal state or local use, excise, sales, privilege taxes, duties or similar liabilities by the stated due date and to adhere to all of the terms and conditions set forth in this agreement. Further, I represent that I ant authorized to approve and accept the responsibility of the terms and conditions herein.

INTELEPEER, INC

By: _____
Print Name: _____
Title: _____
Date: _____

CUSTOMER:
Company / Organization Name
_____

By: _____
Print Name: _____
Title: _____
Date: _____

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SAMPLE FORMS (Cont'd.)
SAMPLE INVOICE

INVOICE DATE:
Billing Period:
Account Number:
Account Status:

Page:
Invoice:
Due Date:

Payment is due ___ days from Invoice Date.

TO:
SAMPLE CUSTOMER
ADDRESS
CITY, ST ZIP

PLEASE REMIT PAYMENT VIA WIRE
BANK
ROUTING AND TRANSIT #:
ACCOUNT: IntelePeer, Inc.
ACCOUNT #:
REFERENCE INVOICE:

Please submit any billing inquiries to billing@intelepeer.com

PREVIOUS BALANCE	**$**
Minus Payments (See Transaction Summary)	**$**
Credits/Debits (See Transaction Summary)	**$**
TOTAL PAYMENTS/CREDITS/DEBITS	**$**
Past Due Balance Forward – Please Pay Now	**$**
Usage Charges	**$**
Directory Assistance Charges	**$**
Other Charges	**$**
Late Fees	**$**
TOTAL CURRENT CHARGES DUE BY _____	**$**
TOTAL ACCOUNT BALANCE	**$**

Please separate this part and send with your payment

SAMPLE CUSTOMER
ADDRESS
CITY, ST ZIP

Invoice:
Closing Date:
Balance to be Paid:

Amount Paid _____

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SAMPLE FORMS (Cont'd.)
SAMPLE INVOICE (Cont'd.)

INVOICE DATE:
Billing Period:
Account Number:
Account Status:

Page:
Invoice:

Due Date:

Payment is due ___ days from Invoice Date.

TRANSACTION SUMMARY ANAYLSIS

Date	**WTN**	**Description**	**Amount**

Account Number :

Payments and Adjustments

DATE	**PAYMENT BY WIRE**	**$**

"This bill is now due and payable; it becomes subject to a late payment charge if *not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill please request an explanation from Your Company Name. "*

"If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California. To avoid having service disconnected, payment of the disputed bill should be made"under protest " to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. TheConsumer Affairs Branch will review the basis of the billed amount, communicate the results of its review to the parities and inform you of your recourse to pursue the matter further with the Commission".

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SAMPLE FORMS (Cont'd.)
SAMPLE INVOICE (Cont'd.)

INVOICE DATE:
Billing Period:
Account Number:
Account Status:

Page:
Invoice:

Due Date:

Payment is due ___ days from Invoice Date.

USAGE ANALYSIS

CODE	NUMBER	MINUTES	AMOUNT
EXAMPLE	10	100	$
GRAND TOTAL	10	100	$

PLEASE REMIT PAYMENT VIA WIRE TO:

BANK
ROUTING AND TRANSIT #:
ACCOUNT: IntelePeer, Inc.
ACCOUNT #:
SWIFT CODE:
REFERENCE INVOICE:

Please submit any billing inquiries to billing@intelepeer.com

INTRASTATE SWITCHED ACCESS SERVICES TARIFF

SAMPLE FORMS (Cont'd.)

Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills

(date)
Customer Name
Customer Address Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of $(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges **PLEASE MAIL YOUR PAYMENT TODAY** to:

Accounts Payable
IntelePeer.com, Inc.
Address

If you believe that the amount now overdue was billed in error, IntelePeer will investigate the disputed amount upon written request. If, after investigation and review by IntelePeer, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your IntelePeer representative at 1-800-(xxx)-(xxxx).

(Service Representative)
IntelePeer, Inc.