

IntelePeer, Inc.  
2855 Campus Drive, Suite 200  
San Mateo, CA 94403

Tariff Schedule Applicable to  
Resold and Facilities-Based  
Competitive Local Exchange and Interexchange Services

Filed With the Public Service Commission  
of Kentucky

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

Issued: January \_\_\_\_\_, 2010

Effective: \_\_\_\_\_, 2010

Issued By:

\_\_\_\_\_  
Julie Barghouthi  
Sr. Vice President Product Development & Access Management  
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CHECK SHEET

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

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Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate, regulation or test
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS**

“Access Line” refers to wires or channels used to connect network interface at the Customer’s premises with the central office of the Company.

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

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

“Central Office” refers to a unit of a telephone utility, including switching equipment and appurtenant facilities used to establish connections between customer lines or between customer lines and trunk or toll lines to other central offices within the same or at other exchanges.

“Company” refers to IntelePeer, Inc.

“Commission” refers to the Public Service Commission of Kentucky.

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

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

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

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

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

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

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

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

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

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

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**SECTION 2. RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations, rates and charges applicable to facilities-based and resold interexchange and/or local exchange services provided by the Company that originate and terminate within the State of Kentucky.
- 2.1.2 The Company installs (or may utilize vendors service to install), operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4 The Company's services are available to business/non-residential customers.

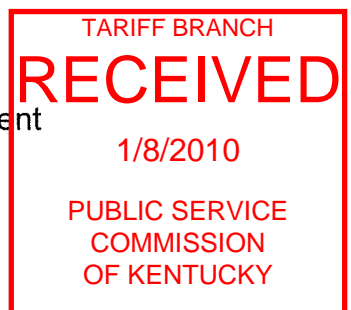
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**SECTION 2. RULES AND REGULATIONS**

2.2 Limitations

- 2.2.1 Service is offered subject to the provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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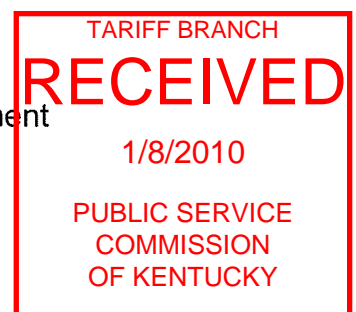
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Obligations of the Customer**

**2.3.1 The customer shall be responsible for:**

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

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

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

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

**2.3 Obligations of the Customer (Cont'd)**

- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's equipment. The customer may be required to install and maintain the Company's equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any installation work.
  
- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment of the Company.
  
- 2.3.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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

**2.3 Obligations of the Customer (Cont'd)**

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

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

2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

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

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

**2.3 Obligations of the Customer (Cont'd)**

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

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

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

**2.4 Liability of the Company**

**2.4.1 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

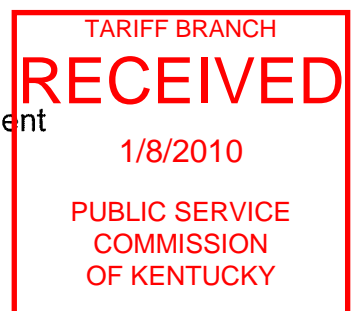
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

- (D) The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Paragraph A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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

**2.4 Liability of the Company (Cont'd)**

**2.4.1 Limitations on Liability (Cont'd)**

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

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

**2.4 Liability of the Company (Cont'd)**

**2.4.1 Limitations on Liability (Cont'd)**

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

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

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

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

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

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

2.5 Application for Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty (20) days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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

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

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

2.5 Application for Service (Cont'd)

2.5.2 Cancellation of Service

- 2.5.2.1 Customers desiring to terminate service or change from one address to another shall provide the Company with at least three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions. Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier.
- 2.5.2.2 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.5.2.3 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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

**2.6 Payment for Service**

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

2.6.2 Payments are past due if not received by the Company by the Due Date. In accordance with KAR 5:006 Section 8 (3)(h), a late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts, including attorneys' fees.

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

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

**2.7 Customer Deposits**

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

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

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

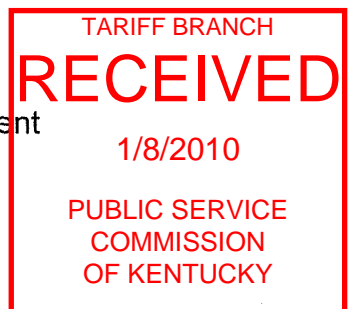
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.7 Customer Deposits (Cont'd)**

**2.7.2 Return of Deposit**

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

**2.7.3 Interest on Deposits**

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

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

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

**2.8 Customer Complaints and Billing Disputes**

2.8.1 In the event that Customer disputes any charges, Customer must submit an oral or written claim describing the disputed amount. The Company's toll free telephone number, which will be printed on customer bills, is 1-866-780-8639. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within ninety (90) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall investigate and resolve all disputes within fifteen (15) days of receipt of the dispute and the Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by the Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.8.2 Any unresolved dispute may be directed in writing to the Commission's Consumer Services Division, Kentucky Public Service Commission, P.O. Box 615, Frankfort, KY 40602. Customers may also contact the division at (502) 564-3940 or via fax at (502) 564-1582.

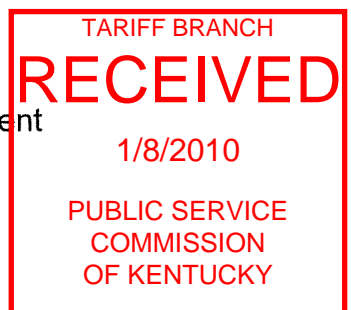
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.9. Allowances for Interruptions in Service

2.9.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.9.2 Limitations on Allowances

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;

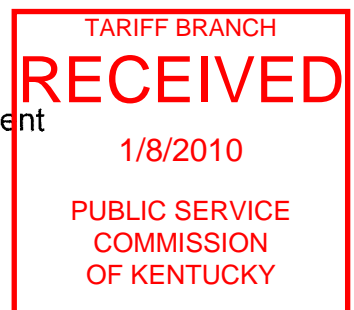
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.9. Allowances for Interruptions in Service

2.9.2 Limitations on Allowances

- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

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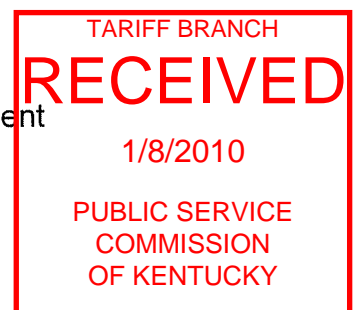
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.9. Allowances for Interruptions in Service

2.9.3 Application of Credits for Interruptions of Service

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

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

**2.10 Taxes and Fees**

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

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

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

2.10.4 All Customers are subject to the Kentucky Lifeline Support and Telecommunications Relay Service Telecommunication Devices for the Deaf surcharges. The surcharges will appear as a monthly charge on the customers bills.

**2.11 Returned Check Charge**

A return check charge of \$25.00, or five percent of the amount of the check, whichever is greater, will be assessed for checks returned for insufficient funds.

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

**2.12 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities. A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

**2.13 Special Customer Arrangements**

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

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

2.14 Disconnection and Termination of Service

2.14.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice in the event of a dangerous condition, or if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud the Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, using the services for unlawful purposes, or using services without intent to pay, or evidence that a customer has obtained unauthorized service by illegal use or theft.

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

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

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

2.14 Disconnection and Termination of Service (Cont'd)

2.14.2 Disconnection of Service Requiring Notice

2.14.2.1 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer has been given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency. The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (5) days in which to remove the cause for disconnection:

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

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

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

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

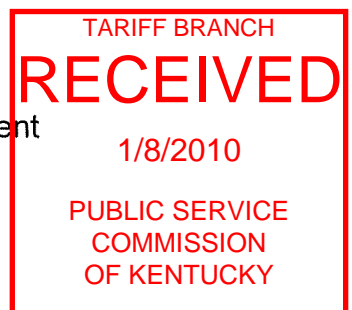
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.14 Disconnection and Termination of Service (Cont'd)

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

2.14.2.1.E For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) days notice.

2.14.2.1.F **Failure to Comply with Service Conditions.** For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.G **Failure to Comply with Municipal Ordinances.** For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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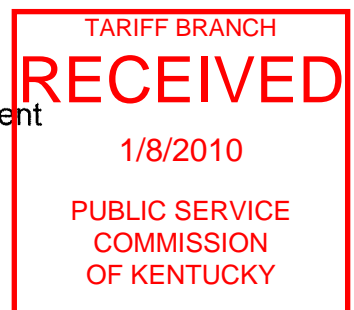
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.15 Unlawful Use of Service

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

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

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

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

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

2.16 Interference with or Impairment of Service

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

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

2.17 Incomplete Calls

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

2.18 Overcharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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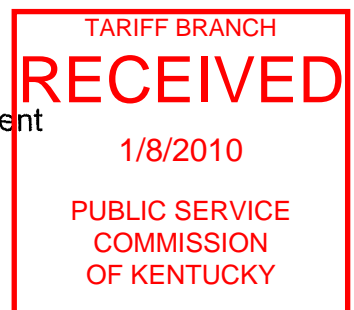
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.19 Notices**

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

**2.20 Minimum Call Completion Rate**

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

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

**2.21 Emergency Calling**

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

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

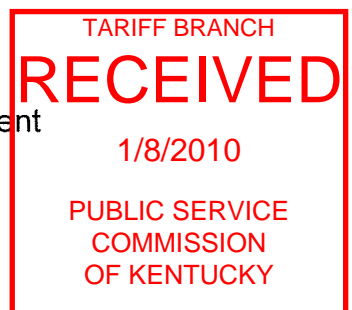
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**SECTION 3. DESCRIPTION OF SERVICES**

**3.1 Local Exchange Service**

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

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

Service for social clubs will be considered business service.

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

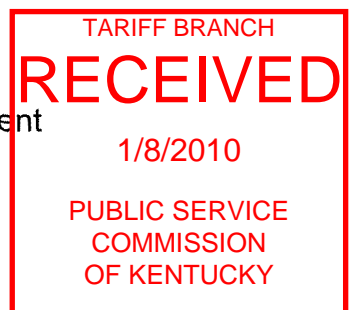
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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.2 Long Distance Service**

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

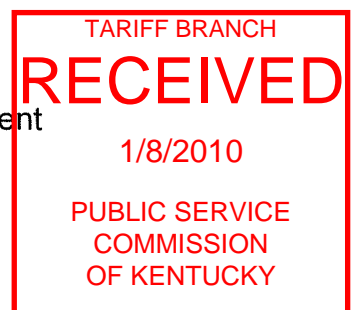
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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.3 Directory Assistance**

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

**3.4 Custom Calling Services**

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

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.5 Promotional Offerings**

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

**3.6 Individual Case Basis ("ICB") Offerings**

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

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

**3.7 Directory Listings/Distribution**

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area. The Company will ensure that directory distribution is furnished to the Customer.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Service Areas and Local Calling Exchanges**

The local exchange boundaries and rate centers are the same as those contained in the tariffs of AT&T, Cincinnati Bell and Windstream. The Company's interexchange Services area is statewide.

**3.8.1 BellSouth (AT&T) Exchanges**

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
Allen/Winchester	Martin, McDowell, Prestonburg, Wayland, Wheelwright	Pikeville, Topmost <sup>1</sup>
Aurora/Owensboro	Murray	Benton, Cadiz, Calvert City <sup>1</sup> , Canton, Eddyville, Fairdealing <sup>1</sup> , Fredonia, Gilbertsville, Hardin, <sup>1</sup> Lynn Grove <sup>1</sup> , Marion, New Concord <sup>1</sup> , Paducah, Symsonia
Bagdad/Louisville	Cropper, Finchville, Mt. Eden, Shelbyville, Simpsonville, Waddy	Campbellsburg, Eminence, Frankfort, LaGrange, Louisville, Port Royal, Sulphur, West Point
Bardstown/Louisville	Bloomfield, Chaplin, New Haven	Cecilia <sup>1</sup> , Elizabethtown <sup>1</sup> , Hodgenville <sup>1</sup> , LaGrange, Lebanon <sup>1</sup> Lebanon Junction, Loretto, <sup>1</sup> Louisville, Mount Eden, South Hardin <sup>1</sup> , Taylorsville, West Point

**Note 1:** Denotes Independent Company Exchange  
**Note 2:** Denotes Associated Company Exchange

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
Beattyville/Winchester	-	Irvine <sup>1</sup> , Jackson
Beaver Dam/Owensboro	Centertown, Fordsville, Hartford	Bowling Green, Central City, Drakesboro, Greenville, Habit, Logansport <sup>1</sup> , Livermore, Morgantown, Owensboro, Pleasant Ridge, Rochester <sup>1</sup> , Utica
Bedford/Louisville	Milton	Campbellsburg, Carrollton, LaGrange, Louisville, Port Royal, Sulphur, West Point
Benham-Lynch/Winchester	Cumberland <sup>1</sup>	Bledsoe <sup>1</sup> , Evarts <sup>1</sup> , Harlan, Wallins, Creek, Whitesburg
Benton/Owensboro	Calvert City <sup>1</sup> , Fairdealing <sup>1</sup> , Gilbertsville, Hardin <sup>1</sup>	Aurora, Eddyville, Fredonia, Kirksey <sup>1</sup> , Marion, Mayfield, Murray, Paducah, Smithland <sup>1</sup> , Symsonia, West Plains <sup>1</sup>
Bessie Bend	Ridgely (Tennessee) <sup>2</sup> and Tiptonville (Tennessee) <sup>2</sup> , of which Bessie Bend is a part.	
Bloomfield/Louisville	Bardstown, Chaplin, New Haven	LaGrange, Louisville, Mt. Eden, Taylorsville, West Point
Bluff Springs/Owensboro	Crofton, Gracey, Hopkinsville, Lafayette, Oak Grove,	Cadiz, Earlington, Elkton, Greenville, Madisonville, Mortons Gap, Nortonville,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Pembroke	Sharon Grove, St. Charles
Bowling Green/Owensboro	Smiths Grove <sup>1</sup> , Woodburn	Adairville <sup>1</sup> , Auburn <sup>1</sup> , Beaver Dam, Brownsville, <sup>1</sup> Dunmor <sup>1</sup> , Franklin, Lewisburg <sup>1</sup> , Logansport <sup>1</sup> , Morgantown, Rochester <sup>1</sup> , Russellville
Bremen/Owensboro	Central City, Drakesboro, Greenville	Calhoun, Centertown, Dunmor <sup>1</sup> , Island, Lewisburg <sup>1</sup> , Livermore, Owensboro, Panther, Rochester <sup>1</sup> , Sacramento, Utica
Burgin/Winchester	Cornishville, Harrodsburg, Salvisa	Bryantsville <sup>1</sup> , Crab Orchard, Danville, Hustonville <sup>1</sup> , Junction City, Perryville, Stanford
Cadiz/Owensboro	Canton, Gracey	Aurora, Bluff Springs, Crofton, Eddyville, Gilbertsville, Hopkinsville, LaFayette, Murray, Pembroke, Princeton
Calhoun/Owensboro	Island, Livermore, Sacramento	Bremen, Central City, Clay, Dixon, Drakesboro, Greenville, Owensboro, Panther, Sebree, Sorgho, Sturgis, Utica, West Louisville
Campbellsburg/Louisville	Eminence, Port Royal, Sulphur	Bagdad, Bedford, Carrollton, Cropper,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Frankfort, LaGrange, Louisville, Milton, Shelbyville, Simpsonville, Waddy, West Point
Canton/Owensboro	Cadiz, Gracey	Aurora, Eddyville, Gilbertsville, Murray
Carlisle/Winchester	-	Cynthiana, Little Rock, Millersburg, Paris
Carrollton/Louisville	Ghent	Bedford, Campbellsburg, LaGrange, Louisville, Milton, New Liberty, Port Royal, Sulphur, West Point
Cayce/Owensboro	Fulton, Hickman, Water Valley	Clinton, Mayfield, Murray, Paducah, Symsonia
Centertown/Owensboro	Beaver Dam, Fordsville, Hartford	Bremen, Central City, Drakesboro, Habit, Island, Livermore, Owensboro, Pleasant Ridge, Utica, Greenville
Central City/Owensboro	Bremen, Drakesboro, Greenville	Beaver Dam, Calhoun, Centertown, Dunmor <sup>1</sup> , Island, Lewisburg <sup>1</sup> , Livermore, Owensboro, Panther, Rochester <sup>1</sup> , Sacramento, Utica,
Chaplin/Louisville	Bardstown, Bloomfield, New Haven	LaGrange, Lawrenceburg, Louisville, Mt. Eden, Taylorsville, West Point

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
Clay/Owensboro	Dixon, Providence, Sebree, Slaughters	Calhoun, Corydon, Hanson, Hebbardsville, Henderson, Madisonville, Marion, Morganfield, Nebo, Owensboro, Panther, Robards, Sorgho, Stanley, Sturgis, Utica, West Louisville
Clinton/Owensboro	Columbus <sup>1</sup>	Arlington <sup>1</sup> , Bardwell <sup>1</sup> , Cayce, Cunningham <sup>1</sup> , Fancy Farm <sup>1</sup> , Folsomdale <sup>1</sup> , Fulton, Hickman, Lowes <sup>1</sup> , Mayfield, Murray, Milburn <sup>1</sup> , Paducah, Symsonia, Water Valley, West Plains <sup>1</sup> , Wingo <sup>1</sup>
Cloverport/Owensboro	Custer <sup>1</sup> , Hardinsburg, Invrington <sup>1</sup> , McDaniels	Ensor, Fordsville, Habit, Hawesville, Owensboro, Whitesville
Corbin/Winchester	Jellico (Tennessee) <sup>2</sup> , including, Jellico, Ky., Williamsburg	Barbourville <sup>1</sup> , East Bernstadt <sup>1</sup> , London <sup>1</sup> , Manchester <sup>1</sup> , Shopville <sup>1</sup> , White Lily <sup>1</sup>
Cornishville/Winchester	Burgin, Harrodsburg, Salvisa	Crab Orchard, Danville, Junction City, Mackville, Mooresville, Perryville, Springfield, Stanford, Willisburg
Corydon/Owensboro	Hebbardsville,	Clay, Dixon, Morganfield,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Henderson, Robards	Owensboro, Panther, Sebree, Sorgho, Stanley, Sturgis, West Louisville
Crab Orchard/Winchester	Hustonville <sup>1</sup> , Stanford	Brodhead <sup>1</sup> , Burgin, Cornishville, Danville, Eubank <sup>1</sup> , Harrodsburg, Junction City, Lancaster <sup>1</sup> , Perryville, Salvisa, Mt. Vernon <sup>1</sup> , Science Hill <sup>1</sup>
Crofton/Owensboro	Bluff Springs, Gracey, Hopkinsville, LaFayette, Oak Grove, Pembroke	Cadiz, Dawson Spring, Earlington, Elkton, Madisonville, Mortons Gap, Nortonville, St. Charles
Cropper/Louisville	Bagdad, Eminence, Finchville, Mt. Eden, Shelbyville, Simpsonville, Waddy	Campbellsburg, Frankfort, LaGrange, Louisville, Port Royal, Sulphur, West Point
Cynthiana/Winchester	-	Carlisle, Georgetown, Millersburg, Paris, Sadieville, Stamping Ground
Dade Park	Evansville (Indiana) <sup>1</sup> of which Dade Park is a part	
Danville/Winchester	Junction City, Perryville	Bryantsville <sup>2</sup> , Burgin, Cornishville, Crab Orchard, Eubank <sup>2</sup> , Harrodsburg, Hustonville <sup>2</sup> , Lancaster <sup>2</sup> ,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Liberty <sup>2</sup> , Salvisa, Stanford
Dawson Springs/Owensboro	Earlington, Hanson, Madisonville, Mortons Gap, Nebo, Nortonville, St. Charles	Crofton, Gracey, Hopkinsville, Princeton, Slaughters
Dixon/Owensboro	Clay, Providence, Sebree, Slaughters	Calhoun, Corydon, Hanson, Hebbardsville, Henderson, Madisonville, Morganfield, Nebo, Owensboro, Panther, Robards, Sorgho, Stanley, Sturgis, Utica, West Louisville
Drakesboro/Owensboro	Breman, Central City, Greenville	Beaver Dam, Calhoun, Centertown, Dummore <sup>2</sup> , Island, Lewisburg <sup>1</sup> , Livermore, Owensboro, Panther, Rochester <sup>2</sup> , Sacramento, Utica
Earlington/Owensboro	Dawson Springs, Hanson, Madisonville, Mortons Gap, Nebo, Nortonville, St. Charles	Bluff Springs, Crofton, Gracey, Hopkinsville, LaFayette, Pembroke, Princeton, Slaughters
Eddyville/Owensboro	Fredonia, Princeton	Aurora, Benton, Cadiz, Calvert City <sup>2</sup> , Canton, Gilbertsville, Gracey, Hopkinsville, Marion, Paducah, Smithland <sup>1</sup> , Symsonia

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
Elkhorn City/Winchester	Fedscreek, Pikeville, Virgie	Freeburn, Jenkins <sup>1</sup> , McCarr, South, Williamson, Stone
Elkton/Owensboro	Guthrie, Sharon Grove, Trenton	Adairville <sup>1</sup> , Bluff Springs, Crofton, Dunmor <sup>1</sup> , Gracey, Hopkinsville, LaFayette, Lewisburg <sup>1</sup> , Pembroke, Russellville
Eminence/Eminence	Campbellsburg, Cropper, Port Royal, Sulphur	Bagdad, Frankfort, Ghent, LaGrange, Louisville, New Liberty, Owenton, Shelbyville, Simpsonville, Waddy, West Point
Ensor/Owensboro	Habit, Maceo, Owensboro, Panther, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville, Whitesville	Cloverport, Fordsville, Hardinsburg, Hawesville, McDaniels
Fedscreek Winchester	Elkhorn City, Pikeville, Virgie	Freeburn, McCarr, South Williamson, Stone
Finchville/Louisville	Bagdad, Cropper, Mt. Eden, Shelbyville, Simpsonville, Waddy	LaGrange, Louisville, Taylorsville, West Point
Ford/Winchester	Berea <sup>1</sup> , Kirksville, Richmond, Waco, Winchester	Lexington <sup>1</sup>
Fordsville/Owensboro	Beaver Dam, Centertown, Hartford	Cloverport, Ensor, Habit, Hardinsburg, Hawesville, Lewisport, <sup>1</sup> Maceo, McDaniels, Owensboro,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Service Areas and Local Calling Exchanges (Cont'd)**

**3.8.1 BellSouth (AT&T) Exchanges (Cont'd)**

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Pleasant Ridge, Utica, Whitesville
Frankfort/Louisville	-	Bagdad, Campbellsburg, Cropper, Eminence, Ghent, Lawrenceburg, New Liberty, Owenton, Port Royal, Shelbyville, Waddy
Franklin/Owensboro	-	Adairville <sup>1</sup> , Auburn <sup>1</sup> , Bowling Green, Russellville, Woodburn
Fredonia/Owensboro	Eddyville, Princeton	Aurora, Benton, Calvert City <sup>1</sup> , Gilbertsville, Marion, Murray, Paducah, Smithland <sup>1</sup> , Symsonia
Freeburn/Winchester	McCarr, Matewan (West Virginia) <sup>2</sup>	Elkhorn City, Feds Creek, Pikeville, South Williamson, Stone, Virgie
Fulton/Owensboro	Cayce, Hickman, Water Valley, and South Fulton (Tennessee) <sup>2</sup> which is a part of the Fulton Exchange.	Clinton, Fancy Farm <sup>1</sup> , Farmington <sup>1</sup> , Folsomdale <sup>1</sup> , Lowes <sup>1</sup> , Lynnvilleville <sup>1</sup> , Mayfield, Murray, Paducah, Sedalia <sup>1</sup> , Symsonia, West Plains <sup>1</sup> , Wingo <sup>1</sup>
Georgetown/Winchester	Lexington <sup>1</sup> , Midway <sup>1</sup> , Sadieville, Stamping Ground	Cynthiana, Paris
Ghent/Louisville	Carrollton	Eminence, Frankfort, New Liberty, Owenton, Port

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Royal
Gilbertsville/Owensboro	Benton, Calvert City <sup>1</sup>	Aurora, Cadiz, Canton, Eddyville, Fairdealing, <sup>1</sup> Fredonia, Hardin <sup>1</sup> , Marion, Murray, Paducah, Princeton, Smithland <sup>1</sup> , Symnsonia
Gracey/Owensboro	Bluff Springs, Cadiz, Canton, Crofton, Hopkinsville, LaFayette, Oak Brove, Pembroke	Dawson Springs, Earlington, Eddyville, Elkton, Madisonville, Mortons Gap, Nortonville, Princeton, St. Charles
Greenville/Owenboro	Breman, Central City, Drakesboro	Beaver Dam, Bluff Springs, Calhoun, Centertown, Dunmor <sup>1</sup> , Island, Lewisburg <sup>1</sup> , Livermore, Owenboro, Panther, Rochester <sup>1</sup> , Sacramento, Utica
Guthrie/Owenboro	Elkton, Sharon Grove, Trenton and South Guthrie (Tennessee) <sup>1</sup> , which is a part of the Guthrie Exchange	Adairville <sup>1</sup> , Hopkinsville, Pembroke, Russellville
Habit/Owenboro	Ensor, Maceo, Owenboro, Panther, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville, Whitesville	Beaver Dam, Centertown, Cloverport, Fordsville, Hardinsburg, Hawesville, Livermore, McDaniels, Hartford
Hanson/Owenboro	Dawson Springs,	Clay, Dixon, Slaughters

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Earlington, Madisonville, Mortons Gap, Nebo, Mortonville, St. Charles	
Hardinsburg/Owensboro	Cloverport, Custer <sup>1</sup> , Irvington <sup>1</sup> , McDaniels	Ensor, Fordsville, Habit, Hawesville, Owenboro, Whitesville
Harlan/Winchester	Bledsoe <sup>1</sup> , Wallins Creek	Benham-Lynch, Cumberland <sup>1</sup> , Evarts <sup>1</sup> , Pineville
Harrodsburg/Winchester	Burgin, Cornishville, Salvisa	Bryantsville <sup>1</sup> , Crab Orchard, Danville, Hustonville <sup>1</sup> , Junction City, Perryville, Stanford
Hartford/Owensboro	Beaver Dam, Centertown, Fordsville	Habit, Livermore, Logansport <sup>1</sup> , Rochester <sup>1</sup> , Whitesville, Morganstown, Owensboro, Pleasant Ridge, Utica
Hawesville/Owensboro	Lewisport <sup>1</sup>	Cloverport, Ensor, Fordsville, Habit, Hardinsburg, Maceo, McDaniels, Owensboro, Whitesville
Hebbardsville/Owensboro	Corydon, Henderson, Robards	Clay, Dixon, Morganfield, Owensboro, Panther, Sebree, Sorgho, Stanley, Sturgis, West Louisville
Hickman/Owensboro	Cayce, Fulton, Water Valley	Clinton, Mayfield, Murray, Paducah, Symsonia
Hopkinsville/Owenboro	Bluff Springs, Crofton	Cadiz, Dawson Springs,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Gracey, LaFayette, Oak Grove, Pembroke	Earlingotn, Eddyville, Elkton, Guthrie, Madisonville, Mortons Gap, Nortonville, Princeton, St. Charles, Sharon Grove, Trenton
Inez/Winchester	Warfield	Louisa, Paintsville, South Williamson
Island/Owensboro	Calhoun, Livermore, Sacramento	Bremen, Centertown, Central City, Drakesboro, Greenville, Owensboro, Panther, Sorgho, Utica, West Louisville
Jackson/Winchester	Buckhorn <sup>1</sup> , (Breathitt County portion only), Canoe <sup>1</sup>	Beattyville, Hazard <sup>1</sup> , Vicco <sup>1</sup>
Jellico	Corbin, Williamsburg, Jellico (Tennessee) <sup>1</sup> , of which Jellico, Kentucky is a part	
Jordan	Union City, (Tennessee) <sup>1</sup> , of which Jordan is a part	
Junction City, Winchester	Danville, Perryville	Burgin, Cornishville, Crab Orchard, Eubank <sup>2</sup> , Harrodsburg, Hustonville <sup>2</sup> , Liberty <sup>2</sup> , Salvisa, Stanford
Kirskville/Winchester	Berea <sup>2</sup> , Ford, Paint Lick <sup>2</sup> , Richmond, Waco	Brodhead <sup>2</sup> , Lancaster <sup>2</sup> , Lexington <sup>2</sup> , Nicholasville <sup>2</sup>
LaFayette/Owensboro	Bluff Springs, Crofton,	Cardiz, Earlington, Elkton,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Gracey, Hopkinsville, Oak Grove, Pembroke	Madisonville, Mortons Gap, Nortonville, St. Charles, Trenton
LaGrange/Louisville	Louisville, West Point Zonetone <sup>2</sup> , and Indiana exchanges of Charlestown <sup>1</sup> , Galena <sup>1</sup> , New Albany <sup>1</sup> , Sellersburg	Bagdad, Bardstown, Bedford, Bloomfield, Campbellsburg, Carrollton, Chaplin, Cropper, Eminence, Finchville, Lebanon Junction, Milton, Mt. Eden, Mt. Washington <sup>2</sup> , New Haven, Port Royal, Rose Terrace, Shelbyville, Sheperdsville <sup>2</sup> , Simpsonville, Sulpher, Taylorsville, Waddy
Lawrenceberg/Louisville	-	Chaplin, Frankfort, Mt. Eden, Waddy
Lebanon Junction/Louisville	-	Bardstown, Cecilia <sup>2</sup> , Elizabethton <sup>2</sup> , Hodgenville <sup>2</sup> , LaGrange, Louisville, Mt. Washington <sup>2</sup> , New Haven, Rose Terrace, Shepherdsville <sup>2</sup> , South Hardin <sup>2</sup> , West Point, Zonetone <sup>2</sup>
Little Rock/Winchester	Millersburg, North Middleton, Paris	Carlisle, Lexington <sup>2</sup> , Mt. Sterling
Livermore/Owensboro	Calhoun, Island,	Beaver Dam, Bremen,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Sacramento	Centertown, Central City, Drakesboro, Greenville, Habit, Hartford, Owensboro, Panther, Pleasant Ridge, Utica
Louisa/Winchester	Blaine <sup>1</sup> , Chapman <sup>2</sup> , Fallsburg <sup>2</sup> , Ft. Gay (West Virginia) <sup>1</sup>	Catlettsburg <sup>1</sup> , Inez, Paintsville, Staffordsville <sup>1</sup> , Warfield
Louisville/Louisville	LaGrange, West Point, Zoneton <sup>1</sup> , and Indiana exchanges of Charleston <sup>2</sup> , Galena <sup>2</sup> , New Albany <sup>2</sup> , Sellersburg <sup>1</sup>	Bagsdad, Bardstown, Bedford, Bloomfield, Campbellsburg, Carrollton, Cahplin, Cropper, Eminence, Finchville, Lebanon Junction, Milton, Mt. Eden, Mt. Washington <sup>1</sup> , New Haven, Port Royal, Rose Terrace, Shelbyville, Shepherdsville <sup>1</sup> , Simpsonville, Sulphur, Taylorsville, Waddy
Maceo/Owensboro	Ensor, Habit, Owensboro Panther, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville, Whitesville	Fordsville, Hawesville, Lewisport <sup>1</sup>
Mackville/Winchester	Mooreville, Springfield, Willisburg	Cornishville
Madisonville/Owensboro	Dawson Springs, Earlington, Hanson,	Bluff Springs, Clay, Crofton, Dixon, Gracey,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Mortons Gap, Nebo, Nortonville, St. Charles	Hopkinsville, LaFayette, Marion, Pembroke, Princeton, Providence, Slaughters
Marion/Owensboro	Salem <sup>1</sup>	Aurora, Benton, Clay, Eddyville, Fredonia, Gilbertsville, Madisonville, Murray, Nebo, Paducah, Princeton, Providence, Smithland <sup>1</sup> , Symsonia, Sturgis
Martin/Winchester	Allen, McDowell, Prestonburg, Wayland, Wheelwright <sup>1</sup>	Pikeville, Topmost <sup>1</sup>
Mayfield/Owensboro	Fancy Farm <sup>1</sup> , Farmington <sup>1</sup> , Folsomdale <sup>1</sup> , Lowes <sup>1</sup> , Lynnville <sup>1</sup> , Sedalia <sup>1</sup> , West Plains <sup>1</sup> , Wingo <sup>1</sup>	Benton, Cayce, Clinton, Fulton, Hickman, Kirskey <sup>1</sup> , Murray, Paducah, Symsonia, Water Valley Germanton <sup>1</sup>
Maysville/Winchester	Aberdeen (Ohio) <sup>2</sup> , Dover <sup>1</sup> , Fernleaf <sup>1</sup> , Lewisburg (Mason County) <sup>1</sup> , Mays Lick <sup>1</sup> , Washington <sup>1</sup>	
McCarr/Winchester	Freeburn, South Williamson and West Virginia exchanges of Matewan <sup>2</sup> , Delbarton <sup>2</sup> , and Williamson <sup>2</sup>	Elkhorn City, Fedscreek, Pikeville, Stone, Virgie
McDaniels/Owensboro	Cloverport, Custer <sup>1</sup>	Ensor, Fordsville, Habit,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Hardinsburg, Irvington <sup>1</sup>	Hawesville, Owensboro, Whitesville
Middlesboro/Winchester	Pineville, Cumberland Gap (Tennessee) <sup>2</sup> , Cumberland Gap (Virginia) and Fork Ridge (Tennessee) <sup>2</sup> , which is a part of the Middlesboro Exchange	Wallins Creek, Williamsburg
Millersburg/Winchester	Little Rock, North Middletown, Paris	Carlisle, Cynthiana, Lexington <sup>1</sup>
Milton/Louisville	Bedford	Campbellsburg, Carrollton, LaGrange, Louisville, Sulphur, West Point
Mooreville/Winchester	Mackville, Springfield, Willisburg	Cornishville
Morganfield/Owensboro	Sturgis, Uniontown <sup>1</sup>	Clay, Corydon, Dixon, Hebbardsville, Henderson, Owensboro, Panther, Providence, Robards, Sebree, Sorgho, Stanley, West Louisville
Morgantown/Owensboro	Logansport <sup>1</sup> , Rochester <sup>1</sup>	Auburn <sup>1</sup> , Beaver, Dam, Bowling Green, Dummor <sup>1</sup> , Hartford, Lewisburg <sup>1</sup> , Woodburn
Mortons Gap/Owensboro	Dawson Springs, Earlington, Hanson, Madisonville, Nebo,	Bluff Springs, Crofton, Gracey, Hopkinsville, LaFayette, Pembroke

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Nortonville, St. Charles	
Mount Eden/Louisville	Bagdad, Cropper, Finchville, Shelbyville, Simpsonville, Waddy	Bardstown, Bloomfield, Chaplin, LaGrange, Lawrenceburg, Louisville, New Haven, Taylorsville, West Point
Mount Sterling/Winchester	-	Irvine <sup>1</sup> , Little Rock, North Middleton, Stanton, Winchester
Murray/Owensboro	Aurora, Hardin <sup>1</sup> , Hazel <sup>1</sup> , Kirksey <sup>1</sup> , Lynn Grove <sup>1</sup> , New Concord	Benton, Cadiz, Calvert City <sup>1</sup> , Canton, Cayce, Clinton, Eddyville, Farmington <sup>1</sup> , Fairdealing <sup>1</sup> , Fredonia, Fulton, Gilbertsville, Hickman, Marion, Mayfield, Paducah, Sedalia <sup>1</sup> , Symsonia, Water Valley
Nebo/Owensboro	Dawson Springs, Earlington, Hanson, Madisonville, Mortons Gap, Nortonville, St. Charles	Clay, Dixon, Marion, Princeton, Providence, Slaughters
Neon/Winchester	Jenkins <sup>1</sup> , Whitesburg	Cumberland <sup>1</sup> , Pikeville, Virgie
New Haven/Louisville	Bardstown, Bloomfield, Chaplin	Cecilia <sup>1</sup> , Elizabethtown <sup>1</sup> , Hodgenville <sup>1</sup> , LaGrange, Lebaonon <sup>1</sup> , Lebanon Junction, Loretto <sup>1</sup> , Louisville, Mt. Eden, South

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Hardin <sup>1</sup> , Taylorsville, West Point
New Liberty/Louisville	Owenton	Carollton, Eminence, Frankfort, Ghent, Port Royal
North Middletown/Winchester	Little Rock, Millersburg, Paris	Lexington <sup>1</sup> , Mt. Sterling, Winchester
Nortonville/Owensboro	Dawson Springs, Earlington, Hanson, Madisonville, Mortons Gap, Nebo, St. Charles	Bluff Springs, Crofton, Gracey, Hopkinsville, Lafayette, Pembroke
Oak Grove/Nashville, TN	Bluff Springs, Crofton, Gracey, LaFayette, Pembroke, Hopkinsville, and Tennessee exchanges of Sango <sup>1</sup> , Fredonia <sup>1</sup> , Palmyra <sup>1</sup> , Cunningham, Clarksville <sup>1</sup> , and South Oak Grove, which is a part of the Oak Grove exchange	
Owensboro/Owensboro	Ensor, Habit, Maceo, Panther, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville, Whitesville	Beaver Dam, Bremen, Calhoun, Centertown, Central City, Clay, Cloverport, Corydon, Dixon, Drakesboro, Fordsville, Greenville, Hartford, Hardinsburg, Hawesville, Hebbardsville,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Henderson, Island, Livermore, McDaniels, Morganfield, Robards, Sacramento, Sebree, Sturgis
Owenton/Louisville	New Liberty	Eminence, Frankfort, Ghent, Port Royal
Paducah/Owensboro	Heath <sup>1</sup> , Kevil <sup>1</sup> , Symsonia	Aurora, Benton, Calvert City <sup>1</sup> , Cayce, Clinton, Cunningham <sup>1</sup> , Eddyville, Fairdealing <sup>1</sup> , Fancy Farm <sup>1</sup> , Farmington <sup>1</sup> , Folsomdale <sup>1</sup> , Fredonia, Fulton, Gilbertsville, Hardin <sup>1</sup> , Hazel <sup>1</sup> , Hickman, Kirksey <sup>1</sup> , Lowes <sup>1</sup> , Lynn Grove <sup>1</sup> , Lynnville <sup>1</sup> , Marion, Mayfield, Murray, New Concord <sup>1</sup> , Princeton, Sedalia <sup>1</sup> , Smithland <sup>1</sup> , Water Valley, West Plains <sup>1</sup> , Wingo <sup>1</sup>
Paintsville/Wincheser	Flat Gap <sup>1</sup> , Staffordsville <sup>1</sup>	Inez, Louisa, Prestonburg, South Williamson, Warfield
Panther/Owensboro	Ensor, Habit, Maceo, Owensboro, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville, Whitesville	Bremen, Calhoun, Central City, Clay, Corydon, Dixon, Drakesboro, Greenville, Hebbardsville, Henderson, Island,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Livermore, Morganfield, Robards, Sacramento, Sebree, Sturgis
Paris/Wincheser	Little Rock, Millersburg, North Middletown	Carlise, Cynthiana, Georgetown, Lexington <sup>1</sup> , Winchester
Pembroke/Owensboro	Bluff Springs, Crofton, Gracey, Hopkinsville, LaFayette, Oak Grove	Cadiz, Earlington, Elkton, Guthrie, Madisonville, Mortons Gap, Nortonville, St. Charles, Sharon Gove, Trenton
Perryville/Winchester	Danville, Junction City	Burgin, Cornishville, Crab Orchard, Harrodsburg, Hustonville <sup>1</sup> , Liberty <sup>1</sup> , Salvisa, Stanford
Pikeville/Winchester	Elkhorn City, Feds Creek, Grethel <sup>1</sup> , Harold <sup>1</sup> , Virgie	Allen, Freeburn, Jenkins <sup>1</sup> , Martin, McCarr, McDowell, Neon, Prestonburg, South Williamson, Stone, Wayland, Whitesburg
Pineville/Winchester	Middlesboro	Evarts <sup>1</sup> , Harlan, Wallins Creek, Williamsburg
Pleasant Ridge/Owensboro	Ensor, Habit, Maceo, Owensboro, Panther, Sorgho, Stanley, Utica, West Louisville, Whitesville	Beaver Dam, Centertown, Fordsville, Hartford, Livermore
Port Royal/Louisville	Campbellsburg, Eminence, Sulphur	Bagdad, Bedford, Carrollton, Cropper, Frankfort, Ghent,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		LaGrange, Louisville, New Liberty, Owenton, Simpsonville, Shelbyville, West Point
Prestonburg/Winchester	Allen, Martin, McDowell, Wayland, Wheelwright <sup>1</sup>	Paintsville, Pikeville, Topmost <sup>1</sup>
Princeton/Owensboro	Eddyville, Fredonia	Cadiz, Dawson Springs, Earlington, Gilbertsvle, Gracey, Hopkinsville, Madisonvill,e Marion, Nebo, Paducah, Providence, Smithland <sup>1</sup> , Symsonia
Providence/Owensboro	Clay, Dixon, Sebree, Slaughters	Madisonville, Marion, Morganfield, Nebo, Princeton, Sturgis
Richmond/Winchester	Berea <sup>1</sup> , Ford, Kirksville, Paint Lick <sup>1</sup> , Waco	Brodhead <sup>1</sup> , Irvine <sup>1</sup> , Lancaster <sup>1</sup> , Lexington <sup>1</sup> , Mt. Veronon <sup>1</sup> , Winchester
Robards/Owensboro	Corydon, Hebbardsville, Henderson	Clay, Dixon, Morganfield, Owensboro, Panther, Sebree, Sorgho, Stanley, Sturgis, West Louisville
Rose Terrace/Louisville	Radcliff <sup>1</sup> , Vince Grove <sup>1</sup> , Brandenburg <sup>1</sup> , North Garrett <sup>1</sup> , Battletown <sup>1</sup> , Payneville <sup>1</sup> , Irvington <sup>1</sup>	Cecilia <sup>1</sup> , Elizabethtown <sup>1</sup> , LaGrange, Lebanon Junction, Louisville, Mt. Washington <sup>1</sup> , Shepherdsville <sup>1</sup> , West Point, Zoneton <sup>1</sup>
Russellville/Owensboro	Adairville <sup>1</sup> , Auburn <sup>1</sup> ,	Bowling Green, Elkton,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Dunmor <sup>1</sup> , Lewisburg (Logan Co.) <sup>1</sup>	Franklin, Guthrie, Sharon Grove, Trenton, Woodburn
Sacramento/Owensboro	Calhoun, Island, Livermore	Bremen, Central City, Drakesboro, Greenville, Owenboro, Panther, Sorgho, Utica, West Louisville
Sadieville/Winchester	Georgetown, Lexington <sup>1</sup> , Midway <sup>1</sup> , Stamping Ground	Cynthiana
Saint Charles/Owensboro	Dawson Springs, Earlington, Hanson, Madisonville, Mortons Gap, Nebo, Nortonville	Bluff Springs, Crofton, Gracey, Hopkinsville, LaFayette, Pembroke
Salvisa/Winchester	Burgin, Cornishville, Harrodsburg	Crab Orchard, Danville, Junction City, Perryville, Stanford
SeBree/Owensboro	Clay, Dixon, Providence, Slaughters	Calhoun, Corydon, Hebbardsville, Henderson, Morganfield, Owensboro, Panther, Robards, Sorgho, Stanley, Sturgis, Utica, West Louisville
Sharon Grove/Owensboro	Elkton, Guthrie, Trenton	Bluff Springs, Dummor <sup>1</sup> , Hopkinsville, Lewisburg <sup>1</sup> , Pembroke, Russellville
Shelbyville/Louisville	Bagdad, Cropper, Finchville, Mt. Eden, Simpsonville, Waddy	Campbellsburg, Eminence, Frankfort, LaGrange, Louisville, Port

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Royal, Sulphur, Taylorsville, West Point
Slaughters/Owensboro	Clay, Dixon, Providence, Sebree	Dawson Springs, Earlington, Hanson, Madisonville, Nebo
Sorgho/Owensboro	Ensor, Habit, Maceo, Owensboro, Panther, Pleasant Ridge, Stanley, Utica, West Louisville, Whitesville	Calhoun, clay, Corydon, dixon, Island, Hebbardsville, Henderson, Morganfield, Robards, Sacramento, Sebree, Sturgis
South Williamson/Winchester	McCarr, Stone, and West Virginia exchanges of Delbarton <sup>1</sup> , Matewan <sup>1</sup> , and Williamson <sup>1</sup>	Elkhorn City, Fedscreek, Freeburn, Inez, Paintsville, Pikeville, Virgie, Warfield
Springfield/Winchester	Mackville, Mooresville, Willisburg	Cornishville
Stamping Ground/Winchester	Georgetown, Lexington <sup>2</sup> , Midway <sup>2</sup> , Sadieville	Cynthiana
Stanford/Winchester	Crab Orchard, Hustonville <sup>2</sup> , Eubank	Brodhead <sup>2</sup> , Bryantsville <sup>2</sup> , Burgin, Cornishville, Danville, Harrodsburg, Junction City, Lancaster <sup>2</sup> , Liberty <sup>2</sup> , Perryville, Salvisa, Science Hill <sup>2</sup>
Stanley/Owensboro	Ensor, Habit, Maceo, Owensboro, Panther, Pleasant Ridge, Sorgho,	Clay, Corydon, Dixon, Hebbardsville, Henderson, Morganfield, Robards,

Note 1: Denotes Independent Company Exchange

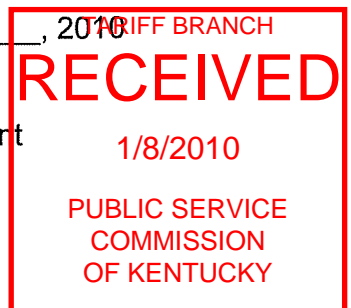
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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Utica, West Louisville, Whitesville	Sebree, Sturgis
Stanton/Winchester	-	Irvine <sup>2</sup> , Mt. Sterling, Winchester
Stone/Winchester	South Williamson, Williamson (West Virginia) <sup>1</sup>	Elkhorn City, Feds Creek, Freeburn, McCarr, Pikeville, Virgie
Sturgis/Owensboro	Morganfield, Uniontown <sup>1</sup>	Calhoun, Clay, Corydon, Dixon, Hebbardsville, Henderson, Marion, Owensboro, Panther, Providence, Robards, Sebree, Sorgho, Stanley, Utica, West Louisville
Sulphur/Louisville	Campbellsburg, Eminence, Port Royal	Bagdad, Bedford, Carrollton, Cropper, LaGrange, Louisville, Milton, Shelbyville, Simpsonville, West Point
Sypsonia/Owensboro	Paducah	Aurora, Benton, Calvert City <sup>1</sup> , Cayce, Clinton, Eddyville, Fairdealing <sup>1</sup> , Fancy Farm <sup>1</sup> , Farmington <sup>1</sup> , Folsomdale <sup>1</sup> , Fredonia, Fulton, Gilbertsville, Hardin <sup>1</sup> , Hickman, Lowes <sup>1</sup> , Lynnville <sup>1</sup> , Marion, Mayfield, Murray, Princeton, Sedalia <sup>1</sup> ,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Smithland <sup>1</sup> , Water Valley, West Plains <sup>1</sup> , Wingo <sup>1</sup>
Taylorsville/Louisville	-	Bardstown, Bloomfield, Chaplin, Finchville, LaGrange, Louisville, Mount Eden, Mount Washington <sup>1</sup> , New Haven, Shelbyville, Shepherdsville <sup>1</sup> , Simpsonville, West Point, Zoneton
Trenton/Owensboro	Elkton, Guthrie, Sharon Grove	Hopkinsville, LaFayette, Pembroke, Russellville
Utica/Owensboro	Ensor, Habit, Maceo, Owensboro, Panther, Pleasant Ridge, Sorgho, Stanley, West Louisville, Whitesville	Beaver Dam, Bremen, Calhoun, Centertown, Central City, Clay, Dixon, Drakesboro, Fordsville, Greenville, Hartford, Island, Livermore, Sacramento, Sebree, Sturgis
Virgie/Wincheser	Elkhorn City, Fedscreek, Pikeville	Cumberland <sup>1</sup> , Freeburn, Jenkins <sup>1</sup> , McCarr, Neon, South Williamson, Stone, Whitesburg
Waco/Winchester	Berea <sup>1</sup> , Ford, Kirskville, Richmond	Irvine <sup>1</sup> , Lexington <sup>1</sup> , Winchester
Waddy/Louisville	Bagdad, Cropper, Finchville, MT. Eden, Shelbyville, Simpsonville	Campbellsburg, Eminence, Frankfort, LaGrange, Lawrenceburg,

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.1 BellSouth (AT&T) Exchanges (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Louisville, West Point
Wallins Creek/Winchester	Bledsoe <sup>1</sup> , Harlan	Beham-Lynch, Cumberland <sup>1</sup> , Evarts <sup>1</sup> , Middlesboro, Pineville
Warfield/Winchester	Inez, Kermit (West Virginia) <sup>2</sup>	Louisa, Paintsville, South Williamson
Water Valley/Owensboro	Cayce Hickman, Fulton	Clinton, Fancy Farm <sup>1</sup> , Farmington <sup>1</sup> , Folsomdale <sup>1</sup> , Lowes <sup>1</sup> , Lynnville <sup>1</sup> , Murray, Mayfield, Paducah, Sedalia <sup>1</sup> , Symsonia, West Plains <sup>1</sup> , Wingo <sup>1</sup>
Wayland/Winchester	Allen, Martin, McDowell, Mousie <sup>1</sup> , Prestonburg, Topmost <sup>1</sup> , Wheelwright	Pikeville
West Louisville/Owensboro	Ensor, Habit, Maceo, Owensboro, Panther, Pleasant Ridge, Sorgho, Stanley, Utica, Whitesville	Calhoun, Clay, Corydon, Dixon, Hebbardsville, Henderson, Island, Morganfield, Robards, Sacramento, Sebree, Sturgis
West Point/Louisville	Louisville, LaGrange, Zoneton <sup>1</sup> and Indiana exchanges of Charlestown <sup>2</sup> , Galena <sup>2</sup> , New Albany <sup>2</sup> , and Sellersburg <sup>2</sup>	Bagdad, Bardstown, Bedford, Bloomfield, Campbellsburg, Carrollton, Chaplin, Cropper, Elizabethtown <sup>1</sup> , Eminence, Finchville, Lebanon Junction, Milton, Mt. Eden, Mt.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Service Areas and Local Calling Exchanges (Cont'd)**

**3.8.1 BellSouth (AT&T) Exchanges (Cont'd)**

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
		Washington <sup>1</sup> , New Haven, Port Royal, Rose Terrace, Shelbyville, Shepherdsville <sup>1</sup> , Simpsonville, Sulphur, Taylorsville, Waddy
Whitesburg/Winchester	Jenkins <sup>1</sup> , Neon	Benham-Lynch, Cumberland <sup>1</sup> , Evarts <sup>1</sup> , Hazard <sup>1</sup> , Leatherwood <sup>1</sup> , Pikeville, Vicco <sup>1</sup> , Virgie
Whitesville/Owensboro	Ensor, Habit, Maceo, Owensboro, Panther, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville	Cloverport, Fordsville, Hardinsburg, Hartford, Hawesville, McDaniels
Williamsburg/Winchester	Corbin and Jellico (Tennessee <sup>2</sup> ), including Jellico, Kentucky	East Bernstadt <sup>1</sup> , London <sup>1</sup> , Middlesboro, Paris, Richmond, Stanton, Waco
Willisburg/Winchester	Mackville, Mooresville, Springfield	Cornishville
Winchester/Winchester	Ford	Irvine <sup>1</sup> , Lexington <sup>1</sup> , Mt. Sterling, North Middleton, Paris, Richmond, Stanton, Waco
Woodburn/Owensboro	Bowling Green	Adairville <sup>1</sup> , Auburn <sup>1</sup> , Brownsville <sup>1</sup> , Dunmor <sup>1</sup> , Franklin, Lewisburg <sup>1</sup> , Logansort <sup>1</sup> , Morgantown, Rochester <sup>1</sup> , Russellville

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Service Areas and Local Calling Exchanges (Cont'd)**

**3.8.2 Cincinnati Bell Exchanges**

Alexandria  
Boone  
Burlington  
Butler  
Covington  
Crittendon  
Falmouth  
Florence  
Fort Thomas  
Glencoe  
Independence  
Kentucky  
Lakeside Park  
Union  
Walton  
Warsaw  
Williamstown

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.8 Service Areas and Local Calling Exchanges (Cont'd)

3.8.3 Windstream Exchanges

Albany  
Arlington  
Ashland  
Augusta  
Barbourville  
Bardwell  
Bee Spring  
Berea  
Bradfordsville  
Brodhead  
Brooksville  
Brownsville  
Bryantsville  
Burkesville  
Burnside  
Calvert City  
Campbellsville  
Caneyville  
Catlettsburg  
Cave  
Cecilia  
Clarkson  
Columbia  
Columbus  
Cumberland  
Dover  
East Bernstadt  
Elizabethtown  
Eubank  
Evarts  
Ewing  
Faubush  
Fernleaf  
Flat Lick  
Flemingsburg

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Service Areas and Local Calling Exchanges (Cont'd)**

**3.8.3 Windstream Exchanges**

Garrison  
Germantown  
Glasgow  
Grayson  
Greensburg  
Greenup  
Hazard  
Hillsboro  
Hodgenville  
Hustonville  
Irvine  
Jenkins  
Johnsville  
Lancaster  
Leatherwood  
Lebanon  
Leitchfield  
Lewisburg  
Lexington  
Liberty  
Livingston  
London  
Loretto  
Mammoth  
Manchester  
Mays Lick  
Meads  
Midway  
Milburn  
Monticello  
Morehead  
Mount Olivet  
Mount Vernon  
Nancy  
Nicholasville

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.8 Service Areas and Local Calling Exchanges (Cont'd)**

**3.8.3 Windstream Exchanges**

Olive Hill  
Oneida  
Owingsville  
Paint Lick  
Park City  
Russell  
Salt Lick  
Science Hill  
Scottsville  
Sharpsburg  
Shopville  
Smithland  
Smiths Grove  
Somerset  
South Hardin  
South Shore  
Tollesboro  
Tompkinsville  
Vanceburg  
Versailles  
Vicco  
Washington  
White Lily  
Wilmore

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**SECTION 4. RATES AND CHARGES**

4.1 Calculation of Rates

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

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

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

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

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

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San Mateo, CA 94403



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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.2 Local Exchange Service

4.2.1 Business Service

(A) Service Charges

	Non-Recurring Charge
Service Order Charge First Measured Business Line or Trunk	\$5.00
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$25.00
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$25.00

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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.2 Local Exchange Service

4.2.1 Business Service (Cont'd)

(B) Monthly Recurring Charges

	<u>Monthly Rate</u>	<u>Non-Recurring</u>
Per Main and Each Additional Line	\$26.60	\$25.00

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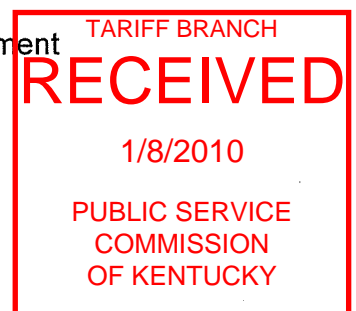
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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.3 Long Distance Service

Day, Evening and Night

<u>Initial Minute</u>	<u>Each Add'l Minute</u>
\$0.26	\$0.26

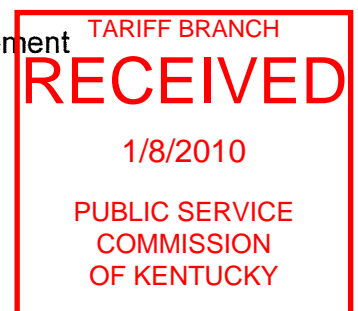
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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.4 Directory Assistance Service

Customer Dialed - after call allowance \$1.50 Per Call

4.5 Custom Calling Services

	<u>Monthly Recurring Charge</u> Per Line
Call Waiting	\$7.95
Call Forwarding	\$8.50
Three Way Calling	\$7.50
Remote Call Forwarding	\$18.50

4.6 Miscellaneous Surcharges

	<u>Monthly Surcharge</u>
Kentucky Lifeline Support	\$0.08 per line
TRS/TDD	\$0.04 per line

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION**

**5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.2 Presubscription Charge Application**

**5.2.1 Initial Free Presubscription Choice for New Users**

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.2 Presubscription Charge Application (Cont'd)**

**5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to the Company that this activity has taken place.

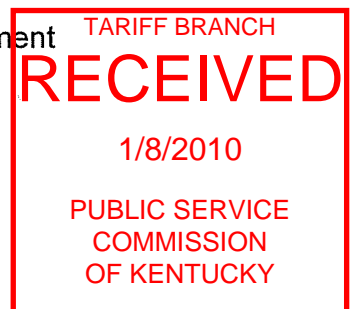
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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy  
("Anti-Slamming Measure")**

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The customer's understanding of the PIC change fee; or

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy  
("Anti-Slamming Measure") (Cont'd)**

**5.3.2 Verification of Orders for Telemarketing (Cont'd)**

5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.4 Rates and Charges**

	Non-recurring Charge
Authorized PIC/IPIC Change Charge	
Electronic	\$1.25
Manual	\$5.50
PIC/IPIC Change (Change made at the Same time to the same IC, CLC or LEC for both InterLATA and IntraLATA	\$0.63 (Electronic)  \$2.75 (Manual)

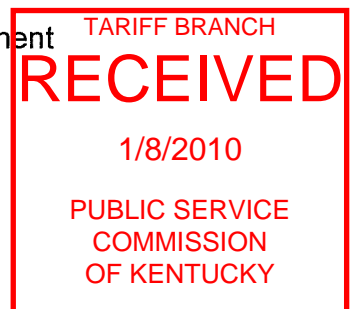
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IntelPeer, Inc.

Kentucky P.S.C. Tariff No. 1  
Original Sheet No. 86

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**SAMPLE BILL**

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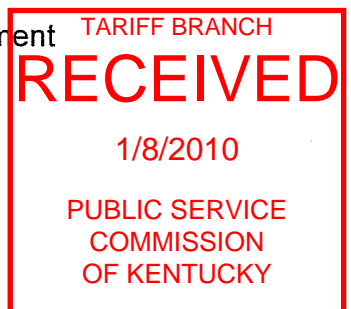
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Billing Date: MM/DD/YYYY

Due Date: MM/DD/YYYY

Valued Customer	Billing/Service Questions Should First Be Directed to the Company*
123 Main Street, Suite 800	Customer Care:
Anytown, USA 12345	(866) 780-8639 or www.intelepeer.com
Customer ID: 12345000	Account Director:
REF: ABC000945	: TBD
	Service Manager:
	Director of Customer Service
	Service Monitoring and Enforcement Dept.
	Public Service Commission of Kentucky
	211 Sower Road
	Frankfurt, KY 40602

### Account Summary

<b>Previous Bill</b>	
Activity through MM/DD/YYYY	\$xxxx.xx
Payment Received	\$xxxx.xx
Late Payment Charge	\$ 0.00
Balance Forward	\$ 0.00
<b>Current Charges</b>	
Monthly Charges	\$xxxx.xx
Other Charges and Credits	\$xxxx.xx
Adjustments	\$xxxx.xx
Total Charges	\$xxxx.xx
Federal Tax included in above total	\$xxxx.xx
State Tax included in above total	\$xxxx.xx
County Tax included in above total	\$xxxx.xx
City Tax included in above total	\$xxxx.xx
Unincorporated Tax included in above total	\$xxxx.xx
Total Taxes	\$xxxx.xx
Federal Universal Service Fee	\$xxxx.xx
911 Fee	\$xxxx.xx
Total Fees	\$xxxx.xx
Total Current Charges	\$xxxx.xx
<b>Balance Due</b>	<b>\$xxxx.xx</b>

\*If your complaint is not resolved after you have called (name of utility), or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact The Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

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Please detach and return with payment.

IntelePeer, Inc.  
2855 Campus Drive, Suite 200  
San Mateo, CA 94403  
Attn: Accounts Receivable

Billing Date is MM/DD/YYYY  
Current Charges are Past due on MM/DD/YYYY

Amount Due: \$xxxx.xx  
Amount Paid: \_\_\_\_\_



For questions, comments or further information, please visit us at [www.intelepeer.com](http://www.intelepeer.com)

Billing Date: MM/DD/YYYY

Valued Customer

123 Main Street, Suite 800  
Anytown, USA 12345

Customer ID: 12345000  
REF: ABC000945

Billing/Service Questions Should First Be  
Directed to the Company\*

Customer Care:  
(866) 780-8639 or www.intelepeer.com

Account Director:  
: TBD

Service Manager:  
[name], Director of Customer  
Service

Service Monitoring and Enforcement Dept.  
Public Service Commission of Kentucky  
211 Sower Road  
Frankfurt, KY 40602

**Summary of Charges: MM/DD/YYYY - MM/DD/YYYY**

Customer ID# Charge

**ID#12345000**

(614) 555-1234

**Outbound Long Distance Service**

Date	Time	Called Number	Duration	Rate	Total
Aug 1, 2009	8:27 am	(614) 555-1212	3:47	0.xx	x.xx
Aug 2, 2009	9:33 pm	(614) 555-1212	2:45	0.xx	x.xx

Other Charges & Credits	\$xxxx.xx
Adjustments	\$xxxx.xx
Taxes	\$xxxx.xx

**Grand Total Charges** **\$xxxx.xx**

For questions, comments or further information, please visit us at [www.intelepeer.com](http://www.intelepeer.com)

