

Ronald W. Del Sesto, Jr.
Nguyen T. Vu
Phone: 202.373.6000
Fax: 202.373.6001
nguyen.vu@bingham.com

August 6, 2009

Via Overnight Courier

Reece McAlister, Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334

**Re: Application of IntelPeer, Inc. for Certificate of Authority to Provide
Competitive Local Exchange and Access Services**

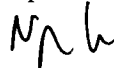
Dear Mr. McAlister:

On behalf of IntelPeer, Inc. ("IntelPeer"), enclosed for filing are an original and five (5) copies of the above-referenced Application. Also enclosed is a disk with an electronic copy of this filing, excluding Confidential "Trade Secret" information, in PDF format.

IntelPeer respectfully requests, pursuant to O.C.G.A § 10-7-761 and Ga. Comp. R. & Regs. r. 515-3-1.11, trade secret protection of the confidential financial information enclosed as Exhibit D to the Application. This Exhibit contains confidential financial information that IntelPeer does not ordinarily make available to the public. The information set forth in this Exhibit derives significant economic value from not being disclosed to the public and, more importantly, IntelPeer's competitors may gain significant economic benefit in the event of the disclosure of such information. In order to maintain the protected status of its financial information, IntelPeer has clearly designated all protected information as "TRADE SECRET," and has enclosed the information in a separate, sealed envelope attached only to the original copy of the Application.

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

Respectfully submitted,



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

Counsel for IntelPeer, Inc.

Boston
Hartford
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
Santa Monica
Silicon Valley
Tokyo
Walnut Creek

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

202.373.6000
202.373.6001
bingham.com



Georgia Public Service Commission
244 WASHINGTON STREET, SW
ATLANTA GEORGIA 30334-5701

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICE**

I. APPLICANT ADDRESS

NAME OF COMPANY IntelePeer, Inc. ("Applicant")
ADDRESS: STREET 2855 Campus Drive, Suite 200
CITY San Mateo STATE California ZIP CODE 94403
TEL. NO. (650) 525-9200 FAX NO. (650) 287-2628

EMPLOYEE DESIGNATED TO RECEIVE AND RESPOND TO COMMISSION REQUESTS:

NAME Andre Simone TEL. NO. (650) 525-9200
TITLE Chief Financial Officer FAX NO. (650) 287-2628
E-MAIL asimone@intelepeer.com

EMPLOYEE ADDRESS (IF DIFFERENT FROM ABOVE):

STREET _____
CITY _____ STATE _____ ZIP CODE _____

NOTE: FAILURE TO NOTIFY THE COMMISSION, IN WRITING, WHEN THERE IS A CHANGE IN THE CONTACT PERSON OR ADDRESS(ES) LISTED IN THIS APPLICATION WILL RESULT IN CANCELLATION OF THE APPLICATION OR SUBSEQUENT CERTIFICATE.

II. ATTORNEY OR AGENT ADDRESS

IF APPLICANT IS NOT A GEORGIA CORPORATION, GIVE NAME AND ADDRESS OF AN ATTORNEY OR AGENT IN THE STATE OF GEORGIA UPON WHOM PROCESS MAY BE SERVED IN ANY SUIT AGAINST APPLICANT.

NAME _____
NAME OF FIRM CSC
ADDRESS: STREET 40 Technology Pkwy South
#300
CITY Norcross STATE Georgia ZIP CODE 32301
TEL. NO. (888) 690-2882 FAX NO. _____

III. ORGANIZATION

1. TYPE OF ORGANIZATION: (CHECK ONE)

- LLC
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- MUTUAL OR COOPERATIVE (INC./UNINC.)
- OTHER (SPECIFY): _____

2. IF APPLICANT IS A CORPORATION OR LIMITED PARTNERSHIP, INSERT THE SEVEN-DIGIT CONTROL NUMBER FROM "CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS" ISSUED BY THE SECRETARY OF STATE OF THE STATE OF GEORGIA.

CONTROL NUMBER: 09052705

ATTACH A COPY OF GEORGIA SECRETARY OF STATE CERTIFICATE, MARKED EXHIBIT A.

3. IF APPLICANT IS A CORPORATION, ATTACH COPY OF CHARTER, MARKED EXHIBIT F. ALSO ATTACH A LIST OF ALL DIRECTORS AND PRINCIPAL STOCKHOLDERS WITH THE NUMBER OF SHARES HELD BY EACH, MARKED EXHIBIT E, AND GIVE NAME AND ADDRESSES OF THE FOLLOWING OFFICERS:

Applicants officers are:

Haydar Haba	Founder/Chief Visionary Officer
Frank Fawzi	CEO & Chairman of the Board
Andre Simone	Chief Financial Officer

All officers except can be reached at the following address: **2855 Campus Drive, Suite 200,
San Mateo, CA 94403**

STATE AND DATE OF INCORPORATION: STATE Delaware DATE October 31, 2008

4. IF APPLICANT IS A PARTNERSHIP OR COOPERATIVE, PROVIDE AN ATTACHMENT, MARKED EXHIBIT ____, WITH NAMES AND ADDRESSES OF PARTNERS, OFFICERS OR MEMBERS.

Not applicable.

5. IF APPLICANT IS A SUBSIDIARY, PARENT, OR AFFILIATE OF ANY OTHER COMPANY, REGARDLESS OF TYPE OR INDUSTRY, PROVIDE A CHART, MARKED EXHIBIT ____, SHOWING THE RELATIONSHIPS BETWEEN THE APPLICANT AND ALL AFFILIATED COMPANIES.

Not applicable.

IV. EXISTING AUTHORITY

1. DOES THE APPLICANT OR ANY AFFILIATE PRESENTLY HAVE AN EXISTING CERTIFICATE(S) OF AUTHORITY ISSUED BY THE GEORGIA PUBLIC SERVICE COMMISSION?

NO

YES

IF YES, CHECK CERTIFICATE TYPE(S) AND INSERT CERTIFICATE NUMBERS:

INTEREXCHANGE CARRIER (IXC): X-____

RESELLER OF LONG DISTANCE (RESALE): R -____

ALTERNATE OPERATOR SERVICE (AOS): A-____

INSTITUTIONAL TELECOMMUNICATIONS SERVICE (ITS): P-____

PAYPHONE SERVICE PROVIDER (PSP): ____

AUTOMATIC DIALING AND ANNOUNCING DEVICE (ADAD): ____

TELEPHONE SERVICE OBSERVING EQUIPMENT (TSOE): ____

2. A) DOES THE APPLICANT OR ANY AFFILIATE PRESENTLY HAVE CERTIFICATE AUTHORITY IN ANY OTHER STATE OR FEDERAL JURISDICTION(S)?

NO

YES

B) IF YES, LIST STATES IN WHICH AUTHORITY HAS BEEN GRANTED: Not applicable.

C) DOES THE APPLICANT OR ANY AFFILIATE PRESENTLY HAVE PENDING APPLICATIONS IN ANY OTHER STATE OR FEDERAL JURISDICTION(S)?

NO

YES

IF YES, LIST STATES IN WHICH APPLICATIONS ARE PENDING: Applicant is in the process of applying for authorization in most if not all fifty (50) states.

C) HAS THE APPLICANT BEEN DENIED CERTIFICATION IN ANY JURISDICTION?

NO

YES

IF YES, WHICH STATE(S) OR JURISDICTION(S)? _____

ATTACH A COPY OF THE ORDER(S) DENYING CERTIFICATION.

V. LOCAL EXCHANGE SERVICE

1. WHAT CUSTOMER CLASS(ES) DOES THE APPLICANT PROPOSE TO SERVE (CHECK ALL THAT APPLY)?

RESIDENTIAL

BUSINESS

OTHER: _____

2. PLEASE READ "ADDENDUM – POST-CERTIFICATION OBLIGATIONS OF COMPETITIVE LOCAL EXCHANGE CARRIERS" (AVAILABLE ONLINE AT http://www.psc.state.ga.us/telecom/tl_forms/forms.asp). WILL THE APPLICANT COMPLY WITH THE COMMISSION'S ORDERS IN DOCKETS 5778-U AND TELEPHONE RELAY SERVICE?

YES

NO

3. DOES THE COMPANY INTEND TO PROVIDE PRE-PAID LOCAL EXCHANGE SERVICE?

NO

YES

IF YES, READ "ADDENDUM – ADDITIONAL OBLIGATIONS OF PRE-PAID LOCAL EXCHANGE CARRIERS" (AVAILABLE ONLINE AT http://www.psc.state.ga.us/telecom/tl_forms/forms.asp).

4. ATTACH A **LOCAL EXCHANGE TARIFF**, MARKED **EXHIBIT B**, WHICH INCLUDES THE RATES, TERMS, AND CONDITIONS FOR ALL SERVICES. APPLICATIONS THAT DO NOT INCLUDE A TARIFF WILL BE RETURNED TO THE APPLICANT.

VI. FACILITIES-BASED SERVICE

1. IF AUTHORITY SOUGHT IS FACILITIES-BASED, ANSWER THE FOLLOWING:

A) AUTHORITY REQUESTED (CHECK ALL THAT APPLY):

- CONSTRUCTION OF NEW FACILITIES
- ACQUISITION OF FACILITIES (LEASE OR PURCHASE)
- PRIVATE LINE SERVICE

B) IF ACQUIRING FACILITIES FROM ANOTHER CARRIER, PLEASE PROVIDE DESCRIPTION AND MAPS.

At this time, Applicant has no plans to acquire facilities in Georgia from another carrier. While Applicant may consider purchasing facilities in Georgia, Applicant does not have any definitive plans to do so at this time.

C) DO YOU CURRENTLY HAVE FACILITIES DEPLOYED IN GEORGIA?

- NO
 - YES
- IF YES:

PLEASE PROVIDE MAPS INDICATING THE LOCATION(S) OF FACILITIES (E.G., SWITCHES, FIBER, ETC.). HOW ARE THESE FACILITIES CURRENTLY BEING UTILIZED?

D) WHAT FACILITIES DO YOU PROPOSE TO DEPLOY IN GEORGIA? (PROVIDE DESCRIPTION AND MAPS)

At this time, Applicant does not intend to deploy its own facilities in Georgia. Instead, Applicant will provide local exchange services via Local Wholesale Complete arrangements or through the resale of other carrier's services. Applicant, however, seeks the full range of resold and facilities-based local exchange authority so that it can have flexibility in provisioning its services in the future.

2. PROVIDE BREAKDOWN OF ALL COSTS ASSOCIATED WITH THE FACILITIES TO BE DEPLOYED IN GA.

Applicant does not currently have facilities deployed in Georgia.

VII. TECHNICAL CAPABILITY

1. PROVIDE RESUMES AND/OR PROFILES OF THE APPLICANT'S MANAGEMENT TEAM, MARKED **EXHIBIT C**. DESCRIBE EACH TEAM MEMBER'S TECHNICAL QUALIFICATIONS, WHICH INCLUDE ANY RELEVANT WORK EXPERIENCE, EDUCATION, AND TRAINING.

A copy of the biographies of Applicant's key personnel are provided in Exhibit C.

2. DESCRIBE MECHANISM BY WHICH APPLICANT INTENDS TO BILL FOR SERVICES. APPLICANT'S NAME MUST APPEAR ON END-USER'S BILL.

Applicant will directly bill its customers via mail. Applicant may also offer customers online billing and payment.

Applicant's name will appear on the customer's monthly billing invoice.

3. DETAIL THE PROCESSES BY WHICH THE COMPANY PROPOSES TO HANDLE CUSTOMER SERVICE ORDERS, INQUIRIES, AND COMPLAINTS. CUSTOMER SERVICE MUST OPERATE DURING NORMAL BUSINESS HOURS (i.e., 9:00 AM - 5:00 PM, or similar) MONDAY-FRIDAY; DURING NON-BUSINESS HOURS, CUSTOMERS SHOULD BE ABLE TO LEAVE MESSAGES VIA VOICEMAIL OR A MESSAGE SERVICE. DESCRIBE HOW THE APPLICANT WILL COMPLY WITH THIS REQUIREMENT. LIST TELEPHONE NUMBERS THAT WILL BE USED FOR CUSTOMER SERVICE. APPLICANT MUST PROVIDE A TOLL-FREE NUMBER WHEREUPON INQUIRIES AND COMPLAINTS CAN BE SERVED.

Applicant's customers will be able to address complaints and billing inquiries to the following toll free customer

service numbers: 1-866-780-8639 24-hours per day, 365 days per year.

4. PLEASE STATE WHETHER THE APPLICANT HAS EXPERIENCED CUSTOMER COMPLAINTS LODGED WITH ANY JURISDICTION'S REGULATORY AGENCY OR ATTORNEY GENERAL'S OFFICE FROM ANY NUMBER OF CUSTOMERS REPRESENTING MORE THAN 0.5% OF ALL CUSTOMERS SERVED BY THE APPLICANT WITHIN SUCH JURISDICTION.

NO

YES

IF YES:

PLEASE STATE THE NAME (INCLUDING CONTACT PERSON) OF EACH REGULATORY AGENCY OR ATTORNEY GENERAL'S OFFICE, DESCRIBE THE NATURE OF THE COMPLAINTS, EXPLAIN WHETHER AND HOW SUCH COMPLAINTS HAVE BEEN RESOLVED, AND STATE YOUR PLANS TO PREVENT SUCH COMPLAINTS FROM OCCURING AGAIN.

Not Applicable.

VIII. FINANCIAL CAPABILITY

1. PROVIDE THE MOST RECENT CERTIFIED REPORT ON THE EXAMINATION OF APPLICANT'S FINANCIAL STATEMENTS ALONG WITH BUSINESS PLAN ASSUMPTIONS. IF APPLICANT DOES NOT HAVE CERTIFIED FINANCIAL REPORTS PROVIDE THIS COMMISSION WITH CERTIFIED DOCUMENTATION OF FUNDS TO BE USED FOR CAPITALIZATION.

A copy of Applicant's financial information demonstrating its financial qualifications, labeled Attachment 1 - TRADE SECRET INFORMATION - hereto, and is provided under seal. The financial information will demonstrate that Applicant is financially qualified to operate within the State of Georgia.

2. IS APPLICANT PRESENTLY INVOLVED IN ANY LITIGATION?

NO

YES

IF YES, PLEASE DESCRIBE IN DETAIL: _____

3. DOES THE APPLICANT AGREE TO FILE FINANCIAL REPORTS ON AN ANNUAL BASIS WITH THE COMMISSION AFTER CERTIFICATION IS GRANTED?

NO

YES

AFFIDAVIT 1 - VERACITY OF APPLICATION AND AGREEMENT TO COMPLY WITH GEORGIA LAWS AND AGENCY RULES/ORDERS

Name: Todd Smith
Company: IntelePeer, Inc.
Title/Position: Todd Smith
Address: 2855 Campus Drive, Suite 200
San Mateo, CA 94403
Tel. No. (650) 525-9200

THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "APPLICANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE APPLICANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ THE APPLICATION AND KNOWS THE CONTENTS THEREOF, AND THAT THE STATEMENTS MADE HEREIN ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF.

APPLICANT FURTHER AGREES TO ABIDE BY ALL APPLICABLE LAWS UNDER THE STATE OF GEORGIA, AS CODIFIED IN THE OFFICIAL CODE OF GEORGIA ANNOTATED; ALL APPLICABLE RULES AND REGULATIONS OF THE GEORGIA PUBLIC SERVICE COMMISSION; AND ALL FINDINGS, CONCLUSIONS, TERMS, AND CONDITIONS SET FORTH IN PERTINENT COMMISSION ORDERS.


UNDER PENALTIES OF PERJURY, APPLICANT DECLARES THAT THE STATEMENTS MADE IN THE FOREGOING APPLICATION, INCLUDING ACCOMPANYING STATEMENTS AND ATTACHMENTS ARE TRUE, COMPLETE, AND CORRECT. I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION IN, OR IN CONNECTION WITH, MY APPLICATION MAY BE CAUSE FOR DENIAL OR LOSS OF CERTIFICATE.



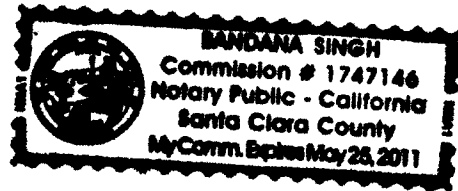
Signature of Affiant

8/4/09

Date

Subscribed and sworn before me this
4th day of Aug, 2009.

(NOTARY PUBLIC)

(SEAL)



AFFIDAVIT 2 – UNIVERSAL ACCESS FUND

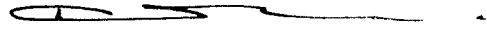
The Applicant hereby acknowledges that participation and compliance with the Universal Access Fund (UAF) requirements developed by the Georgia Public Service Commission, as mandated in the Telecommunications and Competition Act of 1995 (O.C.G.A. 46-5-160 and O.C.G.A. 46-5-167), will be complied with.

That Applicant further acknowledges that compliance with the requirements of the UAF is necessary to receive and maintain an active Certificate of Authority as an Inter-Exchange Company telephone service provider in Georgia.

The Applicant also agrees to file quarterly reports for quarters subsequent to the effective date of certification including any portion of the quarter when certificated, in conformance with the instructions attached hereto (see "Addendum – Universal Access Fund") with the full understanding that not to do so may result in revocation of this same certificate. This attested to by signature below of proper authorized company official.

IntelePeer, Inc.

(COMPANY)



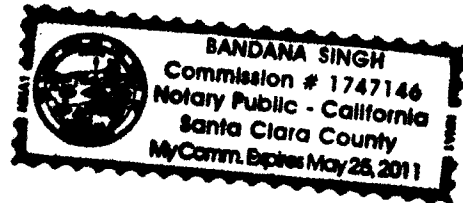
(SIGNATURE)

Subscribed and sworn before me this

4th day of Aug., 2009.

Bandana Singh
(NOTARY PUBLIC)

(SEAL)



AFFIDAVIT 3 – FAMILY VIOLENCE SHELTER CONFIDENTIALITY ACT

Personally appeared before me, an officer duly authorized to administer oaths, Todd Smith, who, after being duly sworn, deposes and says that he or she is VP, Corporate Controller of Applicant, certified telephone service provider or directory information provider.

1.

I make this affidavit on the basis of my personal knowledge.

2.

I have read the May 13, 2005 Order and the August 30, 2005 Amendatory Order in Georgia Public Service Commission ("Commission") Docket No. 19553-U, Implementation of Senate Bill 147, the Family Violence Shelter Confidentiality Act of 2004 (O.C.G.A. § 46-5-7). I have also read the Commission Staff Memorandum dated May 1, 2007 (see "Addendum – Family Violence Shelter Confidentiality Act") that summarizes the requirements under O.C.G.A. § 46-5-7 and the Commission orders issued pursuant to that Code Section of providers of telephone service in the State of Georgia or any other entity that publishes, disseminates, or otherwise provides telephone directory information or listings of telephone subscribers in the State of Georgia.

3.

The Applicant agrees that it will satisfy the minimum requirements set forth in the Commission orders and Staff Memorandum referenced in paragraph 2 of this affidavit to protect the confidentiality of the location and address of family violence shelters in the State of Georgia.

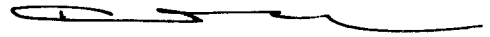
4.

Pursuant to O.C.G.A. § 46-5-7, the Applicant submits this affidavit as its plan to protect the confidentiality of the location and address of family violence shelters in the State of Georgia.

FURTHER AFFIANT SAITH NOT.

IntelePeer, Inc.

(COMPANY)



(SIGNATURE)

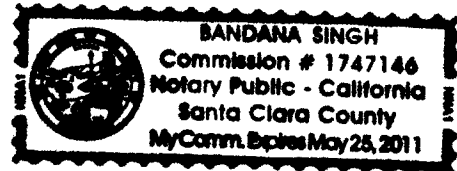
Subscribed and sworn before me this

4th day of Aug., 2009.



(NOTARY PUBLIC)

(SEAL)



AFFIDAVIT 4 – EXCHANGES

The Applicant agrees to provide local telecommunication services in conformance with the existing exchange boundary maps of the incumbent Local Exchange Carriers as approved by the Public Service Commission.

Instructions: (1) Under "INCUMBENT LOCAL EXCHANGE CARRIERS(S)", list the names of all the incumbent LECs in whose territories you intend to operate. (2) Under "EXCHANGE(S)", list each individual exchange name (e.g, Acworth, Adairsville, Albany, etc.) in which the applicant will be operating. Lists of exchange names can be downloaded from the Commission's website at http://www.psc.state.ga.us/telecom/tl_forms/forms.asp. In lieu of writing or typing the individual exchange names on this document, it is acceptable to print "See attached list" in the first blank under "EXCHANGE(S)" and attach the appropriate list(s) of exchanges to the document.

INCUMBENT LOCAL EXCHANGE CARRIER(S) AT&T Georgia and The Windstream Companies


EXCHANGE(S):

See Attached Lists

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IntelePeer, Inc.
(COMPANY)


(SIGNATURE)

Subscribed and sworn before me this
4th day of Aug, 2009.

(NOTARY PUBLIC)

(SEAL)



CERTIFICATE OF SERVICE

Pursuant to the 1975 Act establishing the Consumers' Utility Counsel, the Commission required that a copy of all applications and complaints be served on the Consumers' Utility Counsel pursuant to that Act.

All items to be served on the Consumers' Utility Counsel should be addressed as listed below:

Consumers' Utility Counsel of Georgia
2 Martin Luther King, Jr. Drive
East Tower, Suite 356
Atlanta, Georgia 30334
Tel. No.: (404) 656-3982 / FAX No.: (404) 651-9394

The new Act required that "... a copy of any application, correspondence, complaint, pleading, paper or notice to or issued by the Georgia Public Service Commission shall also be served on the Consumers' Utility Counsel.

All tariff filings and all requests for rate or service adjustments are considered applications and a copy must be furnished to the Consumers' Utility Counsel. Thus, any applications, complaints, pleadings, etc., directed to this Commission must be accompanied by a Certificate of Service certifying that a copy of such has been served on the Consumers' Utility Counsel.

It should be pointed out that notification to the Consumers' Utility Counsel is necessary before the Commission can act upon such applications or complaints, furthermore, the Act provides that "The commission shall not proceed to hear or determine any petition, complaint, or proceeding in which the Consumers' Utility Counsel is entitled to appear unless it shall affirmatively appear written notice thereof, unless such notice is affirmatively waived in writing or the Consumers' Utility Counsel appears and specifically waives such notices."

The Commission adopted a rule effective January 1, 1976 that all such Certificates of Service certifying that service has been made by mail must be so dated that there will be fourteen (14) days between the date of mailing and the date of action by the Commission - thus providing a prima facie assumption that the ten days' notice requirement has been met. This rule will continue in effect.


Normally, the Commission holds its Administrative Session (at which decisions are made on applications or complaints) on the first and third Tuesdays of each month. Any application or complaint upon which the Commission is expected to act at those meetings and which are served by mail on the Consumers' Utility Counsel must be accompanied by a Certificate of Service dated at least fourteen (14) calendar days ahead of such meetings.

I hereby certify that I have this day served a copy of IntelPeer's, application upon the Consumers' (Company's Name)

Utility Counsel, 2 Martin Luther King Jr. Drive, East Tower, Suite 356, Atlanta, Georgia 30334, by mailing such copy by first class mail, postage prepaid.

Dated at 2855 Campus Drive, Suite 200 San Mateo, CA 94403 (Applicant's Address)

this _____ day of _____, 2008.



(Applicant's Signature)

IntelPeer, Inc.

(Company's Name)

EXHIBITS

Exhibit A	Certificate of Authority to Transact Business
Exhibit B	Proposed Local Exchange Tariff
Exhibit C	Proposed Access Tariff
Exhibit D	Management Team Biographies
Exhibit E	Incumbent Local Exchange Company Exchange Service Areas Proposed to be Served in Georgia
Exhibit F	IntelePeer Ownership Information
Exhibit G	Articles of Incorporation

ATTACHMENTS

Attachment 1	Financial Statements - TRADE SECRET PROTECTED INFORMATION PURSUANT TO GA. COMP. R. & REGS. r. 515-3-1.11
--------------	---

EXHIBIT A

Certificate of Authority to Transact Business

STATE OF GEORGIA

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

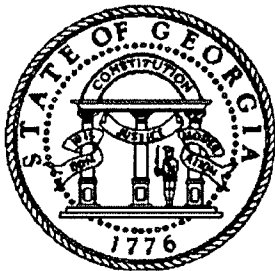
I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

INTELEPEER, INC.
a Foreign Profit Corporation

has been duly formed under the laws of Delaware and has filed an application meeting the requirements of Georgia law to transact business as a foreign Profit Corporation in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above Profit Corporation is hereby granted, on **07/07/2009**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on July 7, 2009



A handwritten signature in cursive script that reads "Karen C Handel".

Karen C Handel
Secretary of State



KAREN HANDEL
 Secretary of State

**OFFICE OF SECRETARY OF STATE
 CORPORATIONS DIVISION**

315 West Tower, #2 Martin Luther King, Jr. Drive
 Atlanta, Georgia 30334-1530
 (404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

**APPLICATION FOR CERTIFICATE OF AUTHORITY
 FOR FOREIGN CORPORATION**

2009 JUL 7 PM 1:22
 SECRETARY OF STATE
 CORPORATIONS DIVISION

IMPORTANT

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: samos@rbm.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. IntelePeer, Inc.		Name Reservation Number (Optional)	
Corporate Name 01/01/2009			
Date business commenced (or proposed) in Georgia (NOTE: If the date provided here is more than 30 days prior to the date the application is received by the Secretary of State, a \$500 penalty must be paid; penalty is statutory and cannot be waived by Secretary of State.)			
2. Scotty Amos		318-429-7552	
Name of filing person (certificate will be mailed to this person, at address below)		Telephone Number	
624 Travis Street, Suite 800	Shreveport	LA	71101
Address	City	State	Zip Code
3. 2855 Campus Street, Suite 200	San Mateo	CA	94403
Principal Office Mailing Address (may be P.O. Box)	City	State	Zip Code
4. Corporation Service Company			
Name of Registered Agent in Georgia			
40 Technology Pkwy, South #300			
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address)			
Norcross	Gwinnett	GA	30092
City	County	State	Zip Code
5. Circle/Check ONE		Jurisdiction (Home State or Country)	Date of Incorporation in home state:
<input checked="" type="checkbox"/> PROFIT	<input type="checkbox"/> NONPROFIT	Delaware	10/05/2006
6. See Attached			
Officer / CEO	Address	City	State Zip Code
Officer / CFO	Address	City	State Zip Code
Officer / SEC	Address	City	State Zip Code
7. NOTICE: Mail or deliver the following items to the Secretary of State at the above address.			
(1) Original and one copy of this application			
(2) An ORIGINAL certificate of existence or good standing, not more than 90 days old, certified by the home state or country. Certificate from home state may not be more than 90 days old. (Copy of articles of incorporation from home state should NOT be submitted)			
(3) Filing fee of \$225.00 payable to "Secretary of State." Filing fees are NON-refundable.			
Authorized Signature		Date	FORM 236

State of Georgia
 Creation - Foreign Entity 3 Page(s)

Information via the Internet: <http://www.georgiacorporations.org>



T0919414016

IntelePeer, Inc.

Name	Address				Title	Email Addresses
	Physical Address	City	State	Zip		
Frank Fawzi	2855 Campus Drive, Suite 200	San Mateo	CA	94403	CEO	ffawzi@intelepeer.com
Haydar Haba	2855 Campus Drive, Suite 200	San Mateo	CA	94403	Founder	hhaba@intelepeer.com
Phillip Andre Simone	2855 Campus Drive, Suite 200	San Mateo	CA	94403	CFO	asimone@intelepeer.com
Todd Smith	2855 Campus Drive, Suite 200	San Mateo	CA	94403	VP / Controller	tsmith@intelepeer.com

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INTELEPEER, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JUNE, A.D. 2009.

4231218 8300

090586213

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7339350

DATE: 06-03-09

EXHIBIT B

Proposed Local Exchange Tariff

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

Furnished by

IntelePeer, Inc.

Between Points Within the State of Georgia

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, for services furnished within the State of Georgia. This tariff is on file with the Georgia Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

CHECK SHEET

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

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original	47	Original
21	Original	48	Original
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

TABLE OF CONTENTS

Title Sheet 1
Check Sheet..... 2
Table Of Contents 3
Explanation of Symbols Sheet 4
Tariff Format 5

Section 1. – Technical Terms and Abbreviations 6

Section 2. – Rules and Regulations 10

Section 3. – Description of Service 40

Section 4. – Rates 44

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

EXPLANATION OF SYMBOLS

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

TARIFF FORMAT

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

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

- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

“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.

“Business Service” refers to telecommunications service provided a customer where the use is primarily or substantially of a business, professional, institutional or otherwise occupational nature.

“Central Office” refers to a switching unit, in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There maybe more than one central office in a building.

“Company” refers to IntelePeer, Inc.

“Commission” or “GAPSC” refers to the Georgia Public Service Commission.

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

“Customer” refers to any person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc., provided with telecommunications service by the Company.

“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.

Issued: August 7, 2009

Effective:_____, 2009

Issued By:

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

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

"Exchange Area" refers to the corporate limits of the municipality or the local community area in which reasonably adequate local exchange telephone service is, or is proposed to be furnished, together with such rural areas contiguous thereto as are served, or as are proposed to be served with reasonably adequate local exchange service from the exchange in question.

"Exchange" refers to a unit established by a telephone utility for the administration of telecommunication service in a specified area for which a separate local rate schedule is provided. It may consist of one or more central offices together with associated plant facilities used in furnishing telecommunication services in that area.

"Exchange Service Area" refers to the geographical territory served by an exchange, usually embracing a city, town or village and its environs.

"Facility or Facilities" refers all property, means and instrumentalities owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service to the public.

"Line" refers to one or more telephone circuits used in the transmission of voice communication between any two points including physical or phantom circuits, carrier, radiorelay or coaxial channels, and including aerial wire and aerial, underground, buried or submarine cable circuits, irrespective of whether such circuits are used for toll or exchange telephone service.

"Local Calling Area" refers to the area within which telecommunication service is furnished customers under a specific schedule or exchange rates. A local calling area may include one or more exchange service areas or portions of exchange service areas.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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

"Local Exchange Service" refers to telecommunication service provided within local exchange service areas in accordance with the Company's tariffs. It includes the use of exchange facilities required to establish connections between stations within the exchange and between stations and the toll facilities serving the exchange.

"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.

"Message" refers to a completed customer telephone call.

"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 the act or means of supplying voice communication to the public by telephone.

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

Issued: August 7, 2009

Effective:_____, 2009

Issued By:

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

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

"Tariff" refers to a schedule that contains the company's rules and regulations, as well as the fees and rates for services offered that are 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.

"Telecommunications Relay Service" (TRS) refers to a service that allows hearing-impaired and speech-impaired individuals to communicate with individuals who do not have a hearing or speech impairment. Does not require that the hearing person invest in any special equipment.

"Toll Line" refers to a "line" as herein defined used in the transmission of voice communication between any two or more exchanges, as distinguished from interoffice trunks between individual central offices within a single exchange area.

"Traffic" refers to telephone call volume, based on number and duration of messages.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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 competitive local exchange services provided by the Company that originate and terminate within the State of Georgia.
- 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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

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

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

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

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

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

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
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;

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

- 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service

2.5.1 Minimum Contract Period

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

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

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

2.5.2 Cancellation of Service

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service (Cont'd)

2.5.2 Cancellation of Service

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

- 2.6.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date"). The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.6.2 Payments are past due if not received by the Company by the Due Date. A late payment charge of 1.5% will be assessed on all unpaid balances greater than twenty (\$20.00) dollars, that are 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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 and one half months' gross bill for a projected twelve month period. 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 that utility, 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits (Cont'd)

2.7.2 Return of Deposit

The Company will return the deposit to the Customer after twelve months prompt payments.

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

2.8.1 In the event that Customer disputes any charges, Customer must submit an oral or written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within ninety (90) days (commencing 5 days after remittance of the bill) of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. 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 , via a written complaint to Consumer Affairs Department, Georgia Public Service Commission, 244 Washington Street, SW, Atlanta GA, 30334 or by calling the Commission at:

Toll-free in Georgia: (800) 282-5813.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Service Interruptions

In the event that service must be interrupted for purposes of working on the lines or equipment, the Company will attempt to perform such work at a time which will cause minimal inconvenience to customers. The Company will attempt to notify each affected customer in advance of the interruption. Emergency service shall be available, as required, for the duration of the interruption.

2.9.1 Allowances for Interruptions in Service

In the event the customer's service is interrupted other than by the negligence or willful act of the customer and it remains out of order for more than 24 hours (but not including Saturday and Sunday if part of the first 24 hours) after being reported or found to be out of order, upon request appropriate adjustments shall be made to the customer.

- 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Service Interruptions (Cont'd)

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;
- 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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Service Interruptions (Cont'd)

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

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

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

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

2.11 Returned Check Charge

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

2.12 Restoration of Service

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Special Customer Arrangements

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service

Local exchange services will not be denied, interrupted or discontinued for failure of the Customer to pay any portion of the charges billed for non-regulated telecommunications services and/or non-telecommunications services.

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, 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, in the event of customer use of equipment in such a manner as to adversely affect the Company's service to others or in the event of tampering with the equipment furnished and owned by the Company.

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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 disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

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.

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

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).

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 3. DESCRIPTION OF SERVICES

3.1 Calculation of Rates

- 3.1.1 The customers local toll usage charge is based on the actual usage of the Company's network. The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 3.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls. Billing will be rounded up to the nearest penny for each call.
- 3.1.3 Different rates based on the time of day or day of week are described in the following rate table.

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

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.2 Promotional Offerings

3.2.1 The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. Promotional offerings will be tariffed and the Commission will be notified seven (7) days prior to the proposed implementation of the promotional offerings, and will specify the beginning and ending date for the promotion.

3.3 Individual Case Basis ("ICB") Offerings

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

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 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.

3.6 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.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 4. RATES

4.1 Local Exchange Service (Cont'd)

4.1.1 Business Service

	<u>Non-Recurring Charge</u>
Service Order Charge Per Line or Trunk	\$40.00
Installation Charge Per Line or Trunk	\$25.00
Moves, Changes, Service Restoration To change class, type or grade of Service (Per line or trunk)	\$125.00 (1st Hour) \$30.00 (Each Add'l 30 Minutes)

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 4. RATES

4.1 Local Exchange Service (Cont'd)

4.1.1 Business Service (Cont'd)

	<u>Monthly Recurring Charge</u>
Per Main and Each Additional Line	\$58.95

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Directory Assistance Service

Customer Dialed	<u>Per Call</u>
	\$0.45

4.3 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	\$7.45

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 4. RATES

4.4 Discounts for Hearing Impaired Customers

- 4.4.1 TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate, if any, during business day hours and night/weekend rate, if any, during the evening rate period.
- 4.4.2 TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

SECTION 4. RATES AND CHARGES (Cont'd)

4.5 Access to Telephone Relay Services

Where required by the Public Service Commission, the Company will participate in telephone relay services for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications customers as may be required by state law.

Issued: August 7, 2009

Effective: _____, 2009

Issued By:

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

EXHIBIT C

Proposed Access Tariff

**Tariff Schedule Applicable to
Intrastate Switched Access Services**

Furnished by

IntelPeer, Inc.

Between Points Within the State Georgia

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

Issued: August 7, 2009

Effective Date: _____, 2009

Issued by:
Julie Barghouthi
Sr. Vice President Product Development & Access Management
IntelPeer, Inc.
2855 Campus Drive, Suite 200
San Mateo, CA 94403

CHECK SHEET

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

CHECK SHEET (Cont'd.)

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET.....	1
TABLE OF CONTENTS	4
SUBJECT INDEX
TARIFF FORMAT	6
EXPLANATION OF SYMBOLS AND REFERENCE MARKS USED IN THIS TARIFF	7
DEFINITIONS.....	8
1.0 APPLICATION OF TARIFF	16
2.0 REGULATIONS	17
2.1 Undertaking of the Company	17
2.2 Prohibited Uses	23
2.3 Obligations of the Customer	24
2.4 Customer Equipment and Channels.....	29
2.5 Customer Deposits and Advance Payments	30
2.6 Payment Arrangements	31
2.7 Allowances for Interruptions in Service	41
2.8 Application of Rates	46
3.0 SERVICE AND RATE DESCRIPTIONS	51
3.1 Access Services	51
3.2 Miscellaneous Services	83

Issued: August 7, 2009

Effective Date: _____, 2009

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

TABLE OF CONTENTS (Cont'd.)

	<u>Page</u>
4.0 BILLING AND COLLECTION SERVICES.....	94
4.1 General	94
4.2 Recording Service	94
4.3 Automatic Number Identification	101
4.4 Billing Name and Address Service	101
5.0 RATES.....	106
5.1 Access Service	106
5.2 Reserved for Future Use	116
5.3 Miscellaneous Services.....	117
5.4 Billing and Collection Services	118
5.5 Transit Traffic Service	118
5.6 LNP Query Service.....	118
5.7 Pay Phone Dial Around Recovery	118

Issued: August 7, 2009

Effective Date: _____, 2009

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

TARIFF FORMAT

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

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

- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

**EXPLANATION OF SYMBOLS AND REFERENCE
MARKS USED IN THIS TARIFF**

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

- (C) - To signify a changed regulation or rate structure.
- (D) - To signify discontinued material.
- (I) - To signify an increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify a new rate, service, regulation, condition or sheet
- (R) - To signify a reduction in rate
- (S) - To signify reissued material.
- (T) - To signify a change in text for clarification

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Act

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

Advance Payment

A payment required before the start of service.

Access Services

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

Automatic Number Identification (ANI)

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

Calling Party Number

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

Central Office Prefix

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

Central Office Switch

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Collocation

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

Common Carrier

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

Commission or GAPSC

Georgia Public Service Commission, the State agency responsible for the regulation of telecommunications service within a particular state's border.

Common Channel Signaling Network

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

Company

IntelePeer, Inc., the issuer of this tariff.

Customer

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

Customer Proprietary Network Information (CPNI)

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

Digital Signal Level 1 (DS1)

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Digital Signal Level 3 (DS3)

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

End Office

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

End User

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

Exchange

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

Exchange Telephone Company

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

Extended Area Service (EAS)

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

Facility or Facilities

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

FCC

The Federal Communications Commission

Grandfathered

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

Individual Case Basis

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

Intrastate Access Service

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

Internet Traffic

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

Local Access and Transport Area (LATA)

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

Local Exchange Routing Guide (LERG)

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Local Traffic

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

Loss

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

Meet Point Billing

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

MOUs

Minutes of Use

North American Numbering Plan (NANP)

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

Originating Carrier

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Percentage of Interstate Usage (PIU)

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

Percent of Local Usage (PLU)

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

Point of Interconnection (POI)

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

Recurring Charges

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Service Commencement Date

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

Service Order

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

Serving Wire Center

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

Shared

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

Signaling Transfer Point (STP)

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Tandem Transit or Third Party Tandem Transit

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

Telecommunications Service

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

Terminating Carrier

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

Termination Point

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

Toll Traffic

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

User

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

DEFINITIONS (Cont'd.)

Wire Center

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

V and H Coordinates Method

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 1. APPLICATION OF TARIFF

- 1.1.1 This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to IntelePeer, Inc. and traffic from those central office codes assigned to other carriers that transits IntelePeer's facilities.
- 1.1.2 Except as provided in 3.1.3(A), this tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Georgia.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) The Company reserves the right to discontinue service, limit service, or to impose requirements when Customer is using the service in violation of the provisions of this tariff, or as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect of on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

- (C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (D) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (E) This tariff shall be interpreted and governed by the laws of the State of Georgia without regard for its choice of laws provision.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

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

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

2.1.5 Claims

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

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

- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

(A) (Cont'd.)

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

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

- (B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.
- (H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.
- (I) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

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

2.4.2 Inspections

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

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

2.5.2 Deposits

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

- (1) an estimated two months' customary use or estimated two months' bill where applicable. Customary use is calculated using charges for the previous three months' of service. ~~three month's charges for a service or facility which has a minimum payment period of one month; or~~
- (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

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

2.5.2 Deposits (Cont'd.)

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

(A) Taxes

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.1 Payment for Service (Cont'd.)

(B) Surcharges, Fees and Assessments

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

2.6.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have thirty (30) days.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

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

- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (1) a rate of 1.5 percent per month; or
 - (2) the highest interest rate which may be applied under state law for commercial transactions.

- (F) The Customer will be assessed a charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

Any unresolved dispute may be directed in writing to the Commission's Consumer Services Division, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850, via telephone at 1-800-342-3552 or by completing an on-line complaint form at <http://www.psc.state.fl.us/consumers/complaints>.

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days, after the date on which the notice is mailed, in which to remove the cause for disconnection.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6.3 Discontinuance of Service for Cause (Cont'd)

The Company may disconnect service for any of the following reasons without prior notice.

- (A) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (B) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (C) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.4 Notice to Company for Cancellation of Service

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

IntelePeer, Inc.
Attention: Customer Care
2855 Campus Drive, Suite 200
San Mateo, CA 94403

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

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

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

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

- (1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.8.2 following.
- (2) For Feature Groups D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

(B) (Cont'd.)

(2) (Cont'd.)

(b) Multiply:

The number of access minutes

by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

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

- (C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices is listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.
- (D) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected Customers thirty (30) days' notice.
- (E) Should the Company act as an intermediate, non-terminating local exchange carrier,

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Customer Overpayment

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.7 Allowances for Interruptions in Service

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

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

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

2.7.1 Credit for Interruptions (Cont'd.)

(B) (Cont'd.)

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

Interruptions of 24 Hours or Less

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

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

2.7.1 Credit for Interruptions (Cont'd.)

(B) (Cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours.

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

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

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- (G) interruption of service due to circumstances or causes beyond the control of Company.

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

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

2.7.3 Cancellation For Service Interruption

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates

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

2.8.1 Charges Based on Duration of Use

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

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

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

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

2.8.1.1 Rate Periods except Holidays

Applies to intraLATA intrastate traffic

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.2 Rates Based Upon Distance

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.2 Rates Based Upon Distance (Cont'd.)

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

- (1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- (2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 2. REGULATIONS (Cont'd.)

2.8 Application of Rates (Cont'd.)

2.8.3 Mileage

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 3. SERVICE AND RATE DESCRIPTIONS**3.1 Access Services**

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

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order

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

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

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

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

3.1.1.1 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

(A) Standard Interval

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

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

(B) Negotiated Interval

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

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

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

(B) Negotiated Interval (Cont'd.)

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

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

(B) Negotiated Interval (Cont'd.)

(3) (Cont'd.)

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

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

(C) Advance Order Interval

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

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

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

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

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

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

(1) Advance Payment (Cont'd.)

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications

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

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

(A) Service Date Change Charge

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications (Cont'd.)

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

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

(B) Partial Cancellation Charge

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications (Cont'd.)

(C) Design Change Charge

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

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

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

DSO Order Expedite Charge

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.2 Access Order Modifications (Cont'd.)

(D) Expedited Order Charge

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.3 Cancellation of an Access Order

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

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

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

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

- (1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than thirty (30) days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.4 Minimum Period

- (A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) A change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.5 Minimum Period Charges

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

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

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

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

3.1.1.6 Nonrecurring Charges

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

(1) Installation of Service

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.6 Nonrecurring Charges (Cont'd.)

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

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

(2) Service Rearrangements

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

(a) Moves Within the Same Building

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

3.1.1.6 Nonrecurring Charges (Cont'd.)

(2) Service Rearrangements (Cont'd.)

(b) Moves to a Different Building

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

3.1.1.7 Network Blocking Charge

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories

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

- Carrier Common Line
- Local Transport
- End Office

(A) Carrier Common Line

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

(1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

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

(1) Limitations (Cont'd.)

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

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

(2) Undertaking of the Telephone Company

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

(3) Obligations of the Customer

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

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

(4) Common Channel Signaling Access Exemption

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

(5) Rate Regulations

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

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

The following paragraphs describe the Local Transport rate elements.

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Service (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(1) Local Transport-Entrance Facility

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

(2) Local Transport-Common Switched Transport

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

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

(3) Transport Multiplexing

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(4) Local Transport- Direct Trunked Transport

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

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

(5) Local Transport-Interconnection Charge

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(6) Local-Transport Facilities

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

(7) Common Channel Signaling Access

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(B) Local Transport (Cont'd.)

(8) Interface Groups

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.2 Standard Rate Categories (Cont'd.)

(C) End Office

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories

(A) Toll Free Data Base Access Service

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

(1) Customer Identification Charge

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

(2) Toll Free Number Reservation

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories

(B) Local Exchange Service

1) Definition

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

2) Description

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

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

3) Obligations of the Local Exchange Provider

- (a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.
- (b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Service arrangement.

4) Rating of Local Exchange Service

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

5) Rate Regulations

Local Exchange Service will consist of the following rate categories.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

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

5) Rate Regulations (Cont'd.)

(a) Terminating Usage

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

(b) Direct Trunked Transport

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

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

5) Rate Regulations (Cont'd.)

(c) Service Orders

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

(d) Other Standard Charges

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.2 Miscellaneous Services

3.2.1 Presubscription

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

- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
 - Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)**3.2 Miscellaneous Services (Cont'd.)****3.2.2 Number Portability****(A) General**

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.2 Miscellaneous Services (Cont'd.)

3.2.2 Number Portability (Cont'd.)

(B) Regulations

- 1) Number Portability is offered where facilities permit.
- 2) The Customer is solely responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service with the Company, the provision of service by the Customer, and the provision of Number Portability. The Company, at its discretion, may require the Customer to provide written evidence of its authority to act on behalf of the end-user.
- 3) The Customer is required to provide sufficient terminating facilities and service at the terminating end of a forwarded call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end users.
- 4) End to end transmissions characteristics may vary depending on the distance and routing necessary to complete calls over facilities and the fact that another carrier is involved in provisioning of service.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

3.2 Miscellaneous Services (Cont'd.)

3.2.2 Number Portability (Cont'd.)

(C) Rate Regulations

Number Portability will consist of the following rate categories.

1) Service Orders

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 4. BILLING AND COLLECTION SERVICES

4.1 General

The Company will provide the following services:

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

4.2 Recording Service

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

4.2 Recording Service (Cont'd.)

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

4.2.1 Undertaking of the Company

- (A) The Company will record all customer messages carried over Feature Group B for 900 Access Service and FG D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- (B) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change. Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.
- (C) Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than forty-five (45) days. The rated but unbilled message detail and the billed message detail will be retained for reference in place of the recorded customer message detail

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

4.2 Recording Service (Cont'd.)

4.2.1 Undertaking of the Company (Cont'd.)

(C) (Cont'd.)

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

4.2.2 Liability of the Company

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

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

4.2.3 Obligations of the Customer

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

4.2 Recording Service (Cont'd.)

4.2.4 Payment Arrangements and Audit Provision

(A) Notice and Scope

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

4.2 Recording Service (Cont'd.)

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

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

- (4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.

(B) Payment of Expense

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

(C) Requests for Examinations

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

4.2 Recording Service (Cont'd.)

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

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

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

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

(D) Audit Provision

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

(E) Minimum Period and Minimum Monthly Charge

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

(F) Cancellation of a Special Order

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

4.2 Recording Service (Cont'd.)

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

(F) (Cont'd.)

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

(G) Changes to Special Orders

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

4.2.5 Rate Regulations

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 4. BILLING AND COLLECTION SERVICES (Cont'd.)**4.3 Automatic Number Identification****4.3.1 Rate Regulations**

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

4.4 Billing Name and Address Service

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

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

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

4.4.1 Undertaking of The Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- (C) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

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

4.4.2 Obligations of the Customer

- (A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- (D) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

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

4.4.2 Obligations of the Customer (Cont'd.)

(D) (Cont'd.)

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

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

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

4.4.3 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- (B) A charge applies for each request for BNA information for a telephone number provided on a manual basis.

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

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES

5.1 Access Service

5.1.1 Service Orders

(A) Service Implementation

(1) Installation Charge
- Per trunk \$ 15.00

(2) Access Order Charge
- Per Access Request \$125.00

(B) Service Date Change
- Per Access Order \$ 25.00

(C) Design Change
- Per Access Order \$ 25.00

(D) DSO Expedite Charge
- Per DSO Order \$ 25.00

5.1.2 Switched Access Service Per Access Minute

Tandem Service \$0.003250

End Office Service \$0.020100

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport

(A) Entrance Facility

			Nonrecurring	Monthly
(1)		DS1		\$200.00
		-Per Point of Termination		
		Installation Charge	\$500.00	
			Nonrecurring	Monthly
(2)		DS3		\$2,200.00
		-Per Point of Termination		
		Installation Charge	\$700.00	

(B) Direct Trunked Transport

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

(C) Network Blocking Charge¹ \$0.01

¹ Applies to FG D only

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport (Cont'd.)

(D) Chargeable Optional Features

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport (Cont'd.)

(E) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
- Per Transmission Path

SF Supervisory Signaling arrangement
- Per Transmission Path

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

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

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

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.3 Local Transport (Cont'd.)

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

- (3) Customer specification of Local Transport Termination
Four-wire termination in lieu of two-wire termination
(available with FGB)
- Per Transmission Path
- (4) Signaling System 7
- Per signaling connection arranged
- (5) 64 kbps Clear Channel Capability
- Per Transmission Path

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office

Local Switching
Per Access Minute

Common Switching Chargeable Optional Features

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

Common Switching Non-Chargeable Optional Features

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

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

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

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

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

- Carrier Selection Parameter
(available with FGD)

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

Trunk Side Transport Termination Non-Chargeable Options

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

Rotary Dial Station Signaling Trunk
(available with FGB)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Service (Cont'd.)

5.1.4 End Office (Cont'd.)

Local Switching (Cont'd.)

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.1 Access Services (Cont'd.)

5.1.5 800 Data Base Access Service

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.2 Reserved for Future Use

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.3 Miscellaneous Services

5.3.1 Presubscription

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

Issued: August 7, 2009

Effective Date: _____, 2009

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

SECTION 5. RATES (Cont'd.)

5.4	Billing and Collection Services	Recurring Charge
5.4.1	Recording -Per Customer Message	\$0.010
5.4.2	Automatic Number Identification -Per Attempt	\$0.0120
5.4.3	Billing Name and Address - Service Establishment Charge - Query Charge Per Telephone Number	 \$1,600.00* \$0.02
<p>* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.</p>		
5.5	Transit Traffic Service	Per MOU \$0.0065
5.6	LNP Query Service	Per Query \$0.002
5.7	Pay Phone Dial Around Recovery	Per Call \$0.65

Issued: August 7, 2009

Effective Date: _____, 2009

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

EXHIBIT D

MANAGEMENT TEAM BIOGRAPHIES

Haydar Haba, Founder & Chief Visionary Officer

An established expert in the telecommunications industry, Mr. Haba founded the company after a thorough study of the issues limiting global communication and realizing the future of SIP-based VoIP communications.

Mr. Haba has over 18 years experience in the communications industry. Prior to IntelePeer™, Mr. Haba was Founder and Chief Technology Officer of Telco 214, an emerging leader in the international voice market that was successful in winning large market share from AT&T, MCI and Sprint. Mr. Haba began his career at Symetrics Industries, a publicly traded defense communications and computer telephony integrator.

Mr. Haba is recognized internationally as an innovative and revolutionizing force within the communications industry. His knowledge and opinions on global communications and the future of VoIP have been featured commentary in print and broadcast media. Mr. Haba has completed PhD course work in Electrical Engineering and holds Bachelor of Science and Masters degrees from Florida Institute of Technology.

Frank Fawzi, Chief Executive Officer & Chairman of the Board

In 2007, Frank M. Fawzi joined IntelePeer as CEO. Mr. Fawzi is the guiding force in supporting the company's growth efforts in its drive to be the leading innovator of communications services and applications for top-tier carriers, voice service providers, enterprise software and web companies.

Between 1991 and 2001, Mr. Fawzi founded, built, and subsequently sold CommTech Corporation, a leader in the communications software sector, to ADC, a leading provider of broadband solutions for the telecommunication industry for \$178M. He also served on the Communications Board of the New Jersey Technology Council, which named CommTech #1 mid-stage company of the year in 1997.

Prior to founding CommTech, Mr. Fawzi worked with AT&T Bell Laboratories and other divisions of AT&T. While at AT&T, he was the lead data communications architect on a team responsible for AT&T being awarded a \$1.4 billion contract from the U.S. Internal Revenue Service (IRS).

Mr. Fawzi received a Bachelor of Science in Engineering and Computer Science and a Masters of Science in Management Information Systems from Stevens Institute of Technology, and has participated in the Wharton Executive Management Program at the University of Pennsylvania.

Andre Simone, Chief Financial Officer

Mr. Simone was CFO at Dimatix which was acquired by Fuji Film. Previously he had been CFO at SAP Markets Inc., which was sold to SAP; ACTA Technology, where he completed private financing and prepared the company for an IPO and subsequent acquisition by Business Objects; and ADAC Laboratories, a publicly traded company later acquired by Philips, where he was responsible for acquisitions, investor relations and finance.

Earlier in his career, Simone held a variety of positions including foreign currency manager at Hewlett Packard and consultant at Bain & Company.

Simone holds an MBA from the University of Pennsylvania's Wharton School and a B.S. degree from Stanford University with Distinction.

EXHIBIT E

ILEC Exchange Areas Proposed to be Served in Georgia

BellSouth Telecommunications, Inc.
d/b/a AT&T Georgia ("AT&T Georgia")

Exchange List

Acworth	Dallas	Lula	Stockbridge
Adairsville	Douglasville	Lumber City	Stone Mountain
Albany	Dublin	Lumpkin	Swainsboro
Alpharetta	Duluth	Luthersville	Sylvester
Americus	Eastman	Lyons	Tallapoosa
Appling	Eatonton	Macon	Temple
Arlington	Elberton	Madison	Tennga
Athens	Fairburn	Marietta	Thomasville
Atlanta	Fayetteville	McCaysville	Thomson
Augusta	Flowery Branch	McDonough	Tifton
Austell	Forsyth	Millen	Tucker
Baconton	Fort Valley	Monticello	Tybee Island
Bainbridge	Franklin	Newnan	Valdosta
Barnesville	Gainesville	Newton	Vidalia
Baxley	Gay	Norcross	Villa Rica
Blackshear	Gibson	Palmetto	Wadley
Bogart-Statham	Grantville	Panola	Warner Robins
Bowdon	Greensboro	Pelham	Warrenton
Bremen	Greenville	Pine Mountain	Watkinsville
Brunswick	Griffin	Pooler	Waycross
Buchanan	Hamilton	Powder Springs	Waynesboro
Buford	Hampton	Richland	Woodbury
Calhoun	Harlem	Rockmart	Woodstock
Camilla	Hazelhurst	Rome	Wrens
Carrollton	Hephzibah	Roopville	Wrightsville
Cartersville	Hogansville	Rossville	Zebulon
Cave Spring	Jackson	Roswell	
Cedartown	Jekyll Island	Royston	
Chamblee	Jesup	Rutledge	
Claxton	Johnson Corner	Sandersville-	
Clermont	Jonesboro	Tennille	
Cochran	Kingston	Sardis	
Colquitt	LaGrange	Savannah	
Columbus	Lake Park	Senoia	
Concord	Lawrenceville	Smithville	
Conyers	Leary	Smyrna	
Cordele	Leesburg	Social Circle	
Covington	Lithonia	Sparks	
Cumming	Loganville	Sparta	
Cusseta	Louisville	St. Simons Island	

Windstream Exchanges

Abbeville	Dawsonville	Menlo	Trion
Adel	Demorest	Milan	Tunnel Hill
Alamo	Doerun	Milledgeville	Unadilla
Alapaha	Donalsonville	Monroe	Union Point
Ashburn	Douglas	Montezuma	Uvalda
Barwick	Eastanollee	Montrose	Villanow
Batesville	Edison	Morgan	Warm Springs
Berlin	Ellaville	Morven	Whigham
Big Canoe	Enigma	Moultrie	White Plains
Blairsville	Fargo	Mt. City Dillard	Winder
Blakely	Fitzgerald	Mt. Vernon	Winterville
Bluffton	Folkston	Nashville	Woodland
Boston	Ft. Gaines	Nicholson	Yatesville
Braselton	Funston	Noble	Young Harris
Broxton	Glenville	Norman Park	
Buena Vista	Gray	Northside	
Byromville	Haddock	Ochlocknee	
Byron	Hahira	Ocilla	
Cairo	Helen	Odum	
Calvary-Reno	Hiawassee	Parrott	
Carlton	Homer	Pavo	
Carnesville	Homerville	Pendergrass	
Canton	Ideal	Perry	
Cedar Springs	Ila	Pineview	
Centerville	Iron City	Pitts	
Chatsworth	Irwinville	Preston	
Clarksville	Jacksonville	Quitman	
Clayton	Jakin	Ray City	
Cleveland	Jasper	Rebecca	
Cohutta	Jefferson	Reidsville	
Colbert	Jeffersonville	Reynoldsville	
Collins	Kensington	Rincon	
Comer	Layfayette	Rochelle	
Commerce	Lakeland	Rhine	
Coolidge	Lake Sinclair	Sasser	
Cornelia	Lavonia	Shellman	
Crawford-	Ludowici	Springfield	
Lexington	Lyerly	Screven	
Cuthbert	McRae	Summerville	
Dalton	Manchester	Suches	
Danville	Marshallville	St. George	
Dahlonega	Maxeys	Sylvania	
Danielsville	Maysville	Toccoa	
Dawson	Meigs	Thomaston	

TIER 2**EXCHANGES**

Accucom:
(Windstream)
 Gordon
 Irwinton
 Toombsboro

Alma:
 Alma
 Nicholls
 Patterson

Blue Ridge(TDS):
 Blue Ridge
 Dial
 Lakewood

Brantley:
 Hoboken
 Hortense
 Nahunta
 Waynesville

Bulloch:
 Anderson
 Brooklet
 Clito
 Nevils
 Portal
 Stilson

Camden(TDS):
 St. Marys

Chickamauga:
 Chickamauga
 High Point

Citizens:
 Lake Blackshear
 Leslie
 Plains
 Vienna

Coastal:
 Hinesville
 Keller
 Midway
 Richmond Hill

ComSouth:
 Hawkinsville

Darien:
 Darien
 Eulonia
 Sapelo Island

Ellijay:
 Ellijay

**Frontier
 Communicatio
 ns of
 Fairmount:**
 Fairmount
 Ranger

**Frontier
 Communicatio
 ns of Georgia:**
 Register
 Statesboro

Glenwood:
 Glenwood

Hart:
 Hartwell

Interstate:
 West Point

**Nelson-Ball
 Ground(TDS):**
 Big Canoe
 Marble Hill
 Nelson

Pembroke:
 Ellabell
 Pembroke

Pineland:
 Adrian
 Bartow
 Cobbtown
 Davisboro
 Kite
 Lexsy
 Metter
 Midville
 Oak Park
 Twin City

Plant:
 Lenox
 Omega
 Pearson
 Pinehurst
 Soperton
 Warwick
 Willacoochee

Planters:
 Dover
 Guyton
 Hiltonia
 Newington
 South Guyton

Progressive:
 Cadwell
 Cedar Grove
 Chester
 Dexter
 Dudley
 Rentz

Public Service:
 Butler
 Culloden
 Geneva

Lizella
 Reynolds
 Roberta
 Talbotton

Quincy(TDS) :
 Attapulgus

GT Com:
 Chattahoochee

Trenton:
 Rising Fawn
 Trenton
 West Brow

Ringgold:
 Ringgold

Waverly Hall:
 Waverly Hall

Wilkes:
 Crawfordville
 Lincolnton
 Metasville
 Rayle
 Tignall
 Washington

EXHIBIT F

Ownership Information

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

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

IntelPeer is privately held and is backed by venture capital firms VantagePoint Venture Partners, Kennet Venture Partners, NorthCap Partners and EDF Ventures. Ownership information for these entities is as follows:

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

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

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

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

EXHIBIT G

Articles of Incorporation

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "INTELEPEER, INC.", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2008, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4231218 8100

081083618

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6944242

DATE: 10-31-08

**AMENDED & RESTATED
CERTIFICATE OF INCORPORATION
OF
INTELEPEER, INC.**

IntelePeer, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "*General Corporation Law*"),

DOES HEREBY CERTIFY:

FIRST: That the name of this Corporation is IntelePeer, Inc. and that this Corporation was originally incorporated pursuant to the General Corporation Law on October 5, 2006 under the name Voex, Inc.

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this Corporation, declaring said amendment and restatement to be advisable and in the best interests of this Corporation and its stockholders, and authorizing the appropriate officers of this Corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this Corporation be amended and restated in its entirety as follows (the "*Restated Certificate*"):

ARTICLE I

The name of this Corporation is IntelePeer, Inc. (the "*Corporation*").

ARTICLE II

The address of the registered office of this Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of Newcastle 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV

A. Authorization of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this Corporation is authorized to issue is 80,000,000 shares of Common Stock, par value \$0.0001 per share (the "*Common Stock*") and 43,760,592 shares of Preferred Stock, par value \$0.0001 per share (the "*Preferred Stock*"). The Preferred Stock shall be divided into three series. The first series of Preferred Stock shall consist of 1,280,210 shares and shall be designated "*Series A Preferred Stock*." The second series of Preferred Stock shall consist of 24,730,382 shares and shall be designated "*Series B Preferred Stock*." The third series of Preferred Stock shall consist of 17,750,000 shares and shall be designated "*Series C Preferred Stock*".

Irrespective of any contrary provisions contained in Section 242(b)(2) of the General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares then outstanding) by the holders of shares of Common Stock voting together with the holders of shares of Preferred Stock as a single class (on an as-converted to Common Stock basis), and the holders of shares of Common Stock shall not be entitled to a separate class vote with respect thereto.

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).

1. Dividend Provisions.

(a) The holders of shares of Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of this Corporation) on the Common Stock of this Corporation, at the applicable Dividend Rate (as defined below), payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. Declared but unpaid dividends with respect to a share of Preferred Stock shall, upon conversion of such share to Common Stock, be paid to the extent assets are legally available therefor either in cash or in Common Stock (valued at the fair market value on the date of payment as determined by the Board of Directors of this Corporation). The holders of the outstanding Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of at least 66% of the shares of Preferred Stock then outstanding (voting together as a single class and not as separate series, and on an as-converted basis). For purposes of this subsection 1(a), "*Dividend Rate*" shall mean (i) \$0.0368 per annum for each share of Series A Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series A Preferred Stock) (ii) \$0.0590 per annum for each share of Series B Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series B Preferred Stock) and (iii) \$0.0848 per annum for each share of Series C Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series C Preferred Stock).

(b) Upon the Conversion of any shares of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock into Common Stock as provided in Section 4, all then accrued dividends on such shares that are undeclared as of the date of Conversion shall be waived and all Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock dividends shall cease to accrue on such converted shares.

(c) So long as any shares of Series B Preferred Stock or Series C Preferred Stock shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on any Series A Preferred Stock or Common Stock, nor shall any shares of any Series A Preferred Stock or Common Stock of the Corporation be purchased, redeemed, or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation or in exercise of the Corporation's right of first refusal upon a proposed transfer) until all dividends (set forth in Section 1(a) above) on the Series B Preferred Stock and Series C Preferred Stock shall have been paid or declared and set apart. The provisions of this Section 1(c) shall not, however, apply to (i) a dividend payable in Common Stock, or (ii) any repurchase of any outstanding securities of the Corporation that is approved by the Corporation's Board of Directors, with such

approval to include the approval of each of the Series B Director (as defined below) and the Series C Director (as defined below).

(d) So long as any shares of Series A Preferred Stock shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on any Common Stock, nor shall any shares of any Common Stock of the Corporation be purchased, redeemed, or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation or in exercise of the Corporation's right of first refusal upon a proposed transfer) until all dividends (set forth in Section 1(a) above) on the Series A Preferred Stock shall have been paid or declared and set apart. The provisions of this Section 1(d) shall not, however, apply to (i) a dividend payable in Common Stock, or (ii) any repurchase of any outstanding securities of the Corporation that is approved by the Corporation's Board of Directors.

(e) Subject to the foregoing clauses (a), (b), (c), and (d), after payment of dividends described in Section 1(a), any additional dividends or distributions shall be distributed out of any assets legally available therefor, payable when, as and if declared by the Board of Directors, among all holders of Common Stock and Preferred Stock in proportion to the number of shares of Common Stock that one held and/or would be held by each such holder if all shares of Preferred Stock were converted to Common Stock at the then effective conversion rate.

2. Liquidation Preference. In the event of any Liquidation Event (as defined below), either voluntary or involuntary, distribution of the proceeds of such Liquidation Event (the "*Proceeds*") of this Corporation to the stockholders of this Corporation shall be made in the following manner:

(a) the holders of the Series C Preferred Stock shall be entitled to receive, prior and in preference to any distribution of the Proceeds to the holders of the Series B Preferred Stock, Series A Preferred Stock and/or the Common Stock, by reason of their ownership of such stock, an amount equal to the Original Issue Price per share (as defined below) of the Series C Preferred Stock, plus all accrued or declared but unpaid dividends on such share, for each share of Series C Preferred Stock then held by them. If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Series C Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the Series C Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive.

(b) upon the completion of the distribution to the holders of Series C Preferred required by subsection (a) of this Section 2 and before distribution of any remaining Proceeds to the holders of Series A Preferred Stock and/or the Common Stock or any further distribution of the remaining Proceeds to the holders of Series C Preferred Stock, the holders of the Series B Preferred Stock shall be entitled to receive by reason of their ownership of such stock, an amount equal to the Original Issue Price per share (as defined below) of the Series B Preferred Stock, plus all accrued or declared but unpaid dividends on such share, for each share of Series B Preferred Stock then held by them. If, upon the occurrence of such event, the remaining Proceeds available for distribution among the holders of the Series B Preferred Stock after completion of the distribution to the holders of Series C Preferred Stock required by subsection (a) of this Section 2 shall be insufficient to permit the payment to the holders of the Series B Preferred Stock of the full aforesaid preferential amounts, then the entire remaining Proceeds legally available for distribution after completion of the distribution to the holders of Series C Preferred Stock required by subsection (a) of this Section 2 shall be distributed ratably among the holders of the

Series B Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive.

(c) upon the completion of the distribution to the holders of Series C Preferred and Series B Preferred Stock required by subsections (a) and (b) of this Section 2 and before distribution of any remaining Proceeds to the holders of the Common Stock or any further distribution of the remaining Proceeds to the holders of Series C Preferred Stock and Series B Preferred Stock, the holders of the Series A Preferred Stock shall be entitled to receive, by reason of their ownership of such stock, an amount equal to the Original Issue Price per share (as defined below) of the Series A Preferred Stock, plus all accrued or declared but unpaid dividends on such share, for each share of Series A Preferred Stock then held by them. If, upon the occurrence of such event, the remaining Proceeds available for distribution to the Series A Preferred Stock after completion of the distribution to the holders of Series C Preferred Stock and Series B Preferred Stock required by subsections (a) and (b) of this Section 2, shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then such remaining Proceeds legally available for distribution after completion of the distribution to the holders of Series C Preferred Stock and Series B Preferred Stock required by subsections (a) and (b) of this Section 2 shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive.

For purposes of this Restated Certificate, "*Original Issue Price*" for the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock shall mean \$0.46 per share, \$0.7374 per share, and \$1.0597 per share, respectively (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock).

(d) Upon completion of the distributions required by subsections (a), (b) and (c) of this Section 2, all of the remaining Proceeds shall be distributed among the holders of Common Stock and Preferred Stock pro rata and with equal priority based on the number of shares of Common Stock held by each such holder, with the shares of Preferred Stock being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable Conversion Rate.

(e) (i) For purposes of this Section 2, a "*Liquidation Event*" shall include: (A) any reorganization by way of share exchange, consolidation or merger, in one transaction or series of related transactions (each, a "combination transaction"), in which the Corporation is a constituent corporation or is a party with another entity if, as a result of such combination transaction, the voting securities of the Corporation that are outstanding immediately prior to the consummation of such combination transaction (other than any such securities that are held by an "Acquiring Stockholder," as defined below) do not represent, or are not converted into, securities of the surviving entity of such combination transaction (or such surviving entity's parent entity if the surviving entity is owned by the parent entity) that, immediately after the consummation of such combination transaction, together possess at least a majority of the total voting power of all securities of such surviving entity (or its parent entity, if applicable) that are outstanding immediately after the consummation of such combination transaction, including securities of such surviving entity (or its parent entity, if applicable) that are held by the Acquiring Stockholder; (B) a combination transaction in which stockholders of the Corporation sell or otherwise transfer for consideration voting securities of the Corporation that represent at least fifty percent (50%) of the total voting power of all then outstanding securities of the Corporation; (C) a sale, transfer, lease or other disposition of all or substantially all of the assets of the Corporation (including an exclusive license of all or substantially all of the Corporation's intellectual property); or (D) a liquidation, dissolution or winding up of the Corporation. For purposes of this Section 2, an "Acquiring Stockholder" means a stockholder or stockholders of the Corporation that (i) merges or combines with the Corporation in such combination transaction or (ii) owns or controls a majority of the voting power of another entity that merges or combines with the Corporation in such combination transaction.

For purposes of Section 2(e)(i)(B), a “combination transaction” shall not include a financing effected by the Corporation for capital raising purposes. The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of at least 66% of the outstanding Series B and Series C Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(ii) In any Liquidation Event, if any portion of the Proceeds received by this Corporation or its stockholders is other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors of this Corporation (including the approval of the Series B Director (as defined below) and Series C Director (as defined below)), unless otherwise determined pursuant to the definitive agreement governing such transaction. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined in good faith by the Board of Directors of this Corporation (including the approval of the Series B Director and Series C Director).

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder’s status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors of the Corporation (including the approval of the Series B Director and Series C Director).

(iii) For purposes of determining whether the holders of the Preferred Stock have received all amounts due to them under Sections 2(a), 2(b) and 2(c) above, the Proceeds distributed or distributable to such holders of Preferred Stock shall include only cash and other property which such holders of Preferred Stock receive upon the closing of the transaction constituting a Liquidation Event under Section 2(e)(i), and which cash and other property is not subject to an “earn out” or similar contingency, or subject to escrow or similar risk of forfeiture (the “*Liquidation Event Closing Proceeds*”). If subsequently the holders of Preferred Stock receive additional cash and other property through an “earn out” or a release upon the occurrence of a contingency, and which additional cash and other property is not subject to a risk of forfeiture (the “*Liquidation Event Post-Closing Proceeds*”), then at the time the holders of Preferred Stock receive the Liquidation Event Post-Closing Proceeds such Proceeds will be deemed “received” by the holders of Preferred Stock under Sections 2(a), 2(b) and 2(c) above.

(iv) Notice of Transaction. The Corporation shall give each holder of record of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock prior written notice of

any transaction described in Section 2(e)(i) in connection with materials delivered to stockholders in connection with the approval of such transaction not later than fifteen (15) days prior to the stockholders' meeting called to approve such transaction, or fifteen (15) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than fifteen (15) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after this corporation has given notice of any material changes provided for herein.

(v) Waiver of Notice. The holders of at least 66% of the outstanding shares of Preferred Stock may, at any time upon written notice to the Corporation, waive any notice provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon the holders of all such securities.

3. Redemption.

(a) Redemption Request. Subject to the terms and conditions of this Section 3 and subject to any liquidation preference rights which may have been previously invoked under Section 2 hereof, to the extent that any outstanding shares of Series C Preferred Stock and Series B Preferred Stock have not been redeemed or converted into Common Stock at least three (3) days prior to the first date set for redemption, the Corporation shall, upon receiving a written request at any time after September 30, 2013, signed by the holders of at least 66% of the then outstanding shares of Series C Preferred Stock and Series B Preferred Stock (voting together as a single class and not as separate series) to the extent it may lawfully do so, redeem, (a "**Redemption**") on the date three (3) months following its receipt of such written redemption request and on the last day of each calendar quarter thereafter (each referred to hereafter as a "**Redemption Date**"), all the number of Series C Preferred Stock and Series B Preferred Stock that are outstanding on the date the Corporation receives such written redemption request. The Series C Redemption Price (as defined below) and the Series B Redemption Price (as defined below) shall be paid from any source of funds legally available therefor, until all outstanding shares of Series C Preferred Stock and Series B Preferred Stock to be redeemed have been redeemed or converted to Common Stock as provided in Section 4 or the request for redemption has been withdrawn or terminated as provided below.

(b) Withdrawal or Termination of Request. A redemption request may be withdrawn or terminated upon the request of the holders of at least 66% of the issued and outstanding shares of Series C Preferred Stock and Series B Preferred Stock (voting together as a single class and not as separate series) on the date of the request for withdrawal or termination, but only with respect to the shares of Series C Preferred Stock and Series B Preferred Stock that had not been redeemed in full in cash as of such Redemption Date. After any such withdrawn or terminated redemption request, the shares of Series C Preferred Stock and Series B Preferred Stock shall again be subject to redemption pursuant to this Section 3 upon the request of the holders of Series C Preferred Stock and Series B Preferred Stock as provided above.

(c) Redemption Price. Upon a Redemption of Series C Preferred Stock and the Series B Preferred Stock, the Corporation shall pay in cash to the holder of a redeemed share a sum equal to the Original Issue Price multiplied by two, plus declared but unpaid dividends (the "**Redemption Price**"). The Redemption Price shall be paid in cash.

(d) Holder Notice. At least fifteen (15) but no more than thirty (30) days prior to the Redemption Date, if the holders of Series C Preferred Stock and Series C Preferred Stock exercise their right of Redemption pursuant to Section 3(a) above, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on

which notice is given) of the Series C Preferred Stock and Series B Preferred Stock to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the Redemption to be effected, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Redemption Price the manner in which payment shall be obtained, and calling upon such holder to surrender to this Corporation, in the manner and at the place designated, such holder's certificate or certificates representing the shares to be redeemed (the "**Holder Notice**"). Except as provided in Section 3(e), each holder of (i) Series C Preferred Stock and (ii) Series B Preferred Stock to be redeemed shall surrender to this Corporation on or after the Redemption Date the certificate or certificates representing such shares, in the manner and at the place designated in the Holder Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person or entity whose name appears on such certificate or certificates as the owner thereof in the manner specified in Section 3(c), and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(e) **Rights.** From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of shares of Series C Preferred Stock and Series B Preferred Stock designated for Redemption in the Holder Notice as holders of Series C Preferred Stock and Series B Preferred Stock (except the right to receive the Redemption Price, upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this Corporation legally available for Redemption of shares of Series C Preferred Stock and Series B Preferred Stock on the Redemption Date are insufficient to redeem the total number of shares of Series C Preferred Stock and Series B Preferred Stock to be redeemed on such date, (i) those funds that are legally available shall be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed in proportion to the amounts that the Series C Preferred Stock and Series B Preferred Stock would otherwise have been entitled to receive if all amounts payable on or with respect to such Series C Preferred Stock and Series B Preferred Stock in such Redemption had been paid in full and (ii) the Corporation will make best efforts to pursue a capital raising transaction to allow it to complete such Redemption. If the Corporation is unable to raise enough capital to complete the Redemption, the Corporation may complete such Redemption in thirty-six equal monthly installments, including interest at 13% per annum. The shares of Series C Preferred Stock and Series B Preferred Stock not redeemed shall remain outstanding and be entitled to all the rights and preferences provided herein.

4. **Conversion.** The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**");

(a) **Right to Convert.** Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of this Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the applicable Original Issue Price for such series by the applicable Conversion Price for such series (the conversion rate for a series of Preferred Stock into Common Stock is referred to herein as the "**Conversion Rate**" for such series), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share for each series of Preferred Stock shall be the Original Issue Price applicable to such series; provided, however, that the Conversion Price for the Preferred Stock shall be subject to adjustment as set forth in subsection 4(d).

(b) **Automatic Conversion.** Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock immediately upon the this Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 or Form SB-2 under the

Securities Act of 1933, as amended, that results in aggregate gross proceeds to the Corporation, net of underwriting expenses, in excess of \$50,000,000 (a "Qualified Public Offering") at an offering price per share equal to three times (3x) the Original Issue Price for the Series C Preferred. Additionally, each share of Preferred Stock shall automatically be converted into shares of Common Stock at the respective Conversion Rates at the time in effect for such series of Preferred Stock immediately upon the date specified by written consent or agreement of the holders of at least 66% of the then outstanding shares of Series B Preferred Stock and Series C Preferred Stock (voting together as a single class and not as a separate series, and on an as-converted basis).

(c) Mechanics of Conversion.

(i) Before any holder of Preferred Stock shall be entitled to voluntarily convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, (or shall execute and deliver such reasonable and appropriate documentation, including an affidavit of loss, if such certificate or certificates, are lost, stolen or destroyed) at the office of the Corporation or of any transfer agent for the Preferred Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the name or names in which such holder wishes the certificate for shares of Common Stock to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to such holder's nominee or nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(ii) Notwithstanding the foregoing, if any shares of Preferred Stock are converting into shares of Common Stock pursuant to the provisions of Article IV, Section 4(b), the conversion shall occur automatically without any further action by the holders of Preferred Stock affected thereby and whether or not the certificates representing such shares of Preferred Stock are surrendered to the Corporation or any transfer agent for the Preferred Stock. The Corporation shall not be obligated to issue a certificate or certificates evidencing the shares of Common Stock resulting from the automatic conversion unless the certificate or certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or any transfer agent for the Preferred Stock, or the holder of Preferred Stock notifies the Corporation or any transfer agent for the Preferred Stock that such certificate or certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificate or certificates. The Corporation shall, as soon as practicable after such delivery, or such agreement and indemnification in the case of a lost, stolen or destroyed certificate, issue and deliver to such holder of Preferred Stock a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i)

(A) If this Corporation shall issue, on or after the date upon which a share of Preferred Stock was first issued (the "*Effective Date*"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price applicable to a series of Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction: (x) the numerator of which is equal to the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock which the aggregate consideration received by this Corporation for the total number of Additional Stock so issued would purchase at the Conversion Price in effect immediately prior to such issuance; and (y) the denominator of which is equal to the number of shares of Common Stock Outstanding (as defined below) prior to such issuance plus the number of Additional Stock so issued. For purposes of this Section 4(d)(i)(A), the term "*Common Stock Outstanding*" shall mean and include the following: (1) outstanding Common Stock, (2) Common Stock issuable upon conversion of outstanding Preferred Stock, (3) Common Stock issuable upon exercise of outstanding stock options and (4) Common Stock issuable upon exercise (and, in the case of warrants to purchase Preferred Stock, conversion) of outstanding warrants. Shares described in (1) through (4) above shall be included whether vested or unvested, whether contingent or non-contingent, and whether exercisable or not yet exercisable.

(B) No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined by the Board of Directors (including the approval of the Series B Director and the Series C Director) irrespective of any accounting treatment.

(E) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefore:

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued

at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)), if any, received by this Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) “**Additional Stock**” shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by this Corporation on or after the Effective Date other than:

(A) shares of Preferred Stock or Common Stock issued pursuant to a stock split, reverse stock split, reincorporation, reclassification, or combination of the Corporation’s capital stock, including shares issued prior to the date hereof in connection with the Corporation’s reincorporation in the State of Delaware and the previous reclassification of the Corporation’s Series B Preferred Stock;

(B) shares of Common Stock issuable or issued to directors, officers, employees, and consultants of the Corporation directly or pursuant to stock or stock option plans, agreements or other arrangements approved by the Board of Directors of the Corporation (including the Series B Director and the Series C Director);

(C) shares of capital stock, or options or warrants to purchase capital stock, issued to financial institutions or lessors in connection with commercial credit arrangements, equipment financings, or similar transactions, which issuances are primarily for other than equity financing purposes, and provided that such issuance of options or warrants is approved by the Board of Directors, including the Series B Director and Series C Director;

(D) shares of Common Stock or Preferred Stock issuable upon exercise of options and warrants outstanding as of the date of filing of this Restated Certificate;

(E) shares of capital stock or warrants or options to purchase capital stock issued in connection with bona fide acquisitions, mergers, or similar transactions, the terms of which are approved by the Board of Directors, including the Series B Director and Series C Director;

(F) shares of Series C Preferred Stock issued or issuable pursuant to the that certain Series C Preferred Stock Purchase Agreement dated on or around October 30, 2008, as the same may be amended from time to time pursuant to its terms;

(G) shares of Common Stock issued or issuable upon conversion of the Corporation's Preferred Stock; and

(H) shares of Common Stock issued or issuable in a Qualified Public Offering.

The "*Effective Price*" of Additional Stock shall mean the quotient determined by dividing the total number of shares of Additional Stock issued or sold, or deemed to have been issued or sold by the Corporation, into the aggregate consideration received, or deemed to have been received by the Corporation for such issue for such Additional Stock.

(iii) Adjustment For Stock Splits And Combinations. If the Corporation shall at any time or from time to time after the Effective Date effect a subdivision of the outstanding Common Stock without a corresponding subdivision of the Preferred Stock, the Conversion Price for the applicable series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased. Conversely, if the Corporation shall at any time or from time to time after the Effective Date combine the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Preferred Stock, the Conversion Price for the applicable series of Preferred Stock in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 4(ii) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(iv) Adjustment For Common Stock Dividends And Distributions. If the Corporation at any time or from time to time after the Effective Date makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, in each such event the Conversion Price for the applicable series of Preferred Stock that is then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction (i) the numerator of which is the total number of shares of

Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution: provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this Section 4(iii) to reflect the actual payment, if any, of such dividend or distribution.

(v) Adjustment For Reclassification, Exchange And Substitution. If at any time or from time to time after the Effective Date, the Common Stock issuable upon the conversion of the Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than pursuant to a transaction deemed to be a Liquidation Event pursuant to Section 2(e)(i) or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 4), in any such event each holder of Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, classification or other change by holders of the maximum number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(e) Reorganizations, Mergers Or Consolidations. If at any time or from time to time after the Effective Date, there is a capital reorganization of the Common Stock or the merger or consolidation of the Corporation with or into another corporation or another entity or person (other than pursuant to a transaction deemed to be a Liquidation Event pursuant to Section 2(e)(i) or a recapitalization, subdivision, combination, classification, exchange or substitution of shares provided for elsewhere in this Section 4), as a part of such capital reorganization, provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon Conversion of such Preferred Stock the number of shares of stock or other securities or property of the Corporation to which a holder of the number of shares of Common Stock deliverable upon Conversion would have been entitled on such capital reorganization, subject to adjustment in respect of such stock or securities by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of such Preferred Stock after the capital reorganization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares issuable upon Conversion of such Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(f) No Impairment. The Corporation shall not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but shall at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Preferred Stock against impairment.

(g) No Fractional Shares. No fractional shares shall be issued upon the Conversion of any share or shares of Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such Conversion shall

be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate Conversion.

(h) Certificate As To Adjustment. Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Section 4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustment and readjustment, (ii) the Conversion Price for such Preferred Stock at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the Conversion of a share of such Preferred Stock.

(i) Notices Of Record Date. In the event of any taking by the Corporation of a reward of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, any right to subscribe for, purchase, or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Preferred Stock at least 10 days' prior written notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution, or right, and the amount and character of such dividend, distribution, or right. No event described herein shall take place sooner than ten (10) days after this Corporation has given the first notice provided for herein; provided, however, that subject to compliance with the General Corporation Law such periods may be shortened or waived upon the written consent of the holders of Preferred Stock that represent at least 66% of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted to Common Stock basis).

(j) Reservation Of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the Conversion of shares of Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the Conversion of all outstanding shares of such Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the Conversion of all the outstanding shares of Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.

(k) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at the holder's address appearing on the books of the Corporation.

5. Voting Rights.

(l) General Voting Rights. The holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of this

Corporation, and except as provided in subsection 5(b) below with respect to the election of directors by the separate class vote of the holders of Common Stock or with respect to other matters required by law to be submitted to a class vote, shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(m) Voting for the Election of Directors.

(i) As long as any shares of Series B Preferred Stock remain outstanding, the holders of such shares of Series B Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of this Corporation at any election of directors (the "*Series B Director*"). The Series B Director may be removed from the Board only by the affirmative vote of the holders of a majority of the Series B Preferred Stock voting as a separate series.

(ii) As long as any shares of Series C Preferred Stock remain outstanding, the holders of such shares of Series C Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of this Corporation at any election of directors (the "*Series C Director*"). The Series C Director may be removed from the Board only by the affirmative vote of the holders of a majority of the Series C Preferred Stock voting as a separate series.

(iii) The holders of outstanding Common Stock, voting as a separate class, shall be entitled to elect two (2) directors of this Corporation at any election of directors (the "*Common Directors*"). Each Common Director may be removed from the Board only by the affirmative vote of the holders of a majority of the Common Stock voting as a separate class.

(iv) The holders of Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect three (3) directors of this Corporation (the "*Mutual Directors*"). Each Mutual Director may be removed from the Board only by the affirmative vote of the holders of a majority of the Common Stock and Preferred Stock, voting as a single class and not as separate series, and on an as-converted basis.

Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the General Corporation Law, subject to any agreement among the stockholders of this Corporation, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Restated Certificate, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the consent of a majority-in-interest of the holders of shares of such class or series shall be required prior to any such action by the Board.

6. Protective Provisions.

(n) The Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least 66% of the then outstanding shares of Series B Preferred Stock and Series C Preferred Stock (voting together as a single class, not as a separate series and on an as converted basis) take any of the following actions:

- (i) amend this Corporation's Restated Certificate or its Bylaws;
- (ii) authorize or issue or obligate itself to issue, any equity security (including any other security convertible into or exercisable for any such equity security) except for compensatory issuances and in lease, borrowing and comparable transactions, in each such case, without first obtaining the approval of (i) the Series C Director and (ii) the Series B Director;
- (iii) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares at cost of Common Stock from employees, officers, directors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal, with the approval of the Series C Director and the Series B Director;
- (iv) declare or pay a dividend to or distribute any property to holders of Common Stock or holders of Series A Preferred Stock, except as required in connection with a Liquidation Event;
- (v) authorize the liquidation, dissolution, recapitalization, reorganization or filing for bankruptcy of this Corporation;
- (vi) prior to October 31, 2011, consummate a Liquidation Event, unless the per share proceeds distributable to the holders of Series C Preferred Stock, free of any restrictions or contingencies (including, but not limited to, any proceeds subject to an "earn out" or similar contingency, or subject to escrow or similar risk of forfeiture), is equal to or exceeds three times (3x) the Original Issuance Price per share of Series C Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series C Preferred Stock);
- (vii) materially change the nature of the Corporation's business;
- (viii) change the authorized number of directors of this Corporation or delegate substantial board authority to committees;
- (ix) authorize the issuance of any securities by a subsidiary of the Corporation to any other person other than the Corporation;
- (x) authorize the increase of the number of shares issuable under any stock option or purchase plan without first obtaining the approval of (i) the Series C Director and (ii) the Series B Director;
- (xi) transact with an affiliate or stockholder other than in the ordinary course of business; or
- (xii) authorize or issue debt instruments that obligate the Corporation to repay more than \$5,000,000 of principal.
- (o) The Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of 65% of the then outstanding shares of Series B Preferred Stock (i) alter or change the rights, preferences or

privileges of the shares of the Series B Preferred Stock in a manner that would materially and adversely affect such shares in a manner different than the Series C Preferred Stock or (ii) authorize additional shares of Series B Preferred Stock.

(p) The Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series C Preferred Stock (i) alter or change the rights, preferences or privileges of the shares of the Series C Preferred Stock in a manner that would materially and adversely affect such shares in a manner different than the Series B Preferred Stock or (ii) authorize additional shares of Series C Preferred Stock.

7. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by this Corporation. The Restated Certificate of this Corporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of this Corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this Corporation, the assets of this Corporation shall be distributed as provided in Section 2 of Article IV(B) hereof.

3. Redemption. The Common Stock is not redeemable at the option of the holder.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. The Board of Directors of this Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation.

B. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the Bylaws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

ARTICLE VI

Whenever a compromise or arrangement is proposed between Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of §291 of Title 8 of the General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under §279 of Title 8 of the General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE VII

A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the General Corporation Law as now in effect or as it may hereafter be amended. No amendment or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE VIII

The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of the Corporation or while a director or officer is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to employee benefit plans, against expenses (including, without limitation, attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with, any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification and advancement of expenses shall not be exclusive of other indemnification rights arising as a matter of law, under any Bylaw, agreement, vote of directors or stockholders or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this Article VIII shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

The Corporation shall have the power to purchase and maintain, at its expense, insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such, person against such expense, liability or loss under the General Corporation Law or the terms of the Restated Certificate.

ARTICLE IX

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders or the affiliates of the foregoing, other than those officers, directors, stockholders or affiliates who are employees of the Corporation. No amendment or repeal of this Article IX shall apply to or have any effect on the liability or alleged liability of any such officer, director, stockholder or affiliate for or with respect to any business opportunities of which such officer, director, stockholder or affiliate becomes aware prior to such amendment or repeal.

ARTICLE X

In accordance with Section 203(b)(1) of the General Corporation Law relating to the application of Section 203 thereof, the Corporation shall not be governed by Section 203 of the General Corporation Law.

ARTICLE XI

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders or the affiliates of the foregoing, other than those officers, directors, stockholders or affiliates who are employees of the Corporation. No amendment or repeal of this Article XI shall apply to or have any effect on the liability or alleged liability of any such officer, director, stockholder or affiliate for or with respect to any business opportunities of which such officer, director, stockholder or affiliate becomes aware prior to such amendment or repeal.

ARTICLE XII

To the extent that this Corporation is subject to Section 2115 of the California General Corporation Law, in connection with repurchases by this Corporation of its Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, Sections 502 and 503 of the California Corporations Code shall not apply in all or in part with respect to such repurchases.

ARTICLE XIII

The Corporation reserves the right to amend or repeal any provision contained in this Restated Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon a stockholder are granted subject to this reservation.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said Corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That said Restated Certificate, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Certificate of Incorporation to be executed by Andre Simone, its Chief Financial Officer, this 31st day of October, 2008.

IntelePeer, Inc.

/s/ Andre Simone
Andre Simone, Chief Financial Officer

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "INTELEPEER, INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF NOVEMBER, A.D. 2008, AT 4:03 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4231218 8100

081094455

may verify this certificate online
at delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6953539

DATE: 11-06-08

**CERTIFICATE OF CORRECTION FILED TO
CORRECT AN ERROR IN THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
INTELEPEER, INC.
FILED IN THE OFFICE OF THE SECRETARY OF STATE OF THE
STATE OF DELAWARE ON OCTOBER 31, 2008**

IntelePeer, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is IntelePeer, Inc.
2. An Amended and Restated Certificate of Incorporation (the "Restated Certificate") was filed with the Secretary of State of the State of Delaware on October 31, 2008, and said Restated Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.
3. The inaccuracy or defect of said Restated Certificate to be corrected is as follows: subsections (i), (ii), (iii) and (iv) of Article IV, Section B(5)(m) should have expressly provided for removal of directors by "vote or written consent" of the applicable stockholders.
4. Article IV, Section B(5)(m) is corrected to read in its entirety as follows:
 - (i) As long as any shares of Series B Preferred Stock remain outstanding, the holders of such shares of Series B Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of this Corporation at any election of directors (the "Series B Director"). The Series B Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Series B Preferred Stock voting as a separate series.
 - (ii) As long as any shares of Series C Preferred Stock remain outstanding, the holders of such shares of Series C Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of this Corporation at any election of directors (the "Series C Director"). The Series C Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Series C Preferred Stock voting as a separate series.
 - (iii) The holders of outstanding Common Stock, voting as a separate class, shall be entitled to elect two (2) directors of this Corporation at any election of directors (the "Common Directors"). Each Common Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Common Stock voting as a separate class.

(iv) The holders of Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect three (3) directors of this Corporation (the "*Mutual Directors*"). Each Mutual Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Common Stock and Preferred Stock, voting as a single class and not as separate series, and on an as-converted basis.

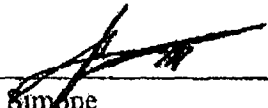
Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the General Corporation Law, subject to any agreement among the stockholders of this Corporation, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Restated Certificate, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the consent of a majority-in-interest of the holders of shares of such class or series shall be required prior to any such action by the Board.

[Signature Page Follows]

IN WITNESS WHEREOF, IntelPeer, Inc. has caused this Certificate of Correction to the Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 5th day of November, 2008.

/s/ Andre Simone
Andre Simone
Chief Financial Officer

IN WITNESS WHEREOF, IntelPeer, Inc. has caused this Certificate of Correction to the Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 3rd day of November, 2008.



Andre Simone
Chief Financial Officer

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INTELEPEER, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF APRIL, A.D. 2009, AT 5:15 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4231218 8100

090362614

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7245392

DATE: 04-14-09

CERTIFICATE OF AMENDMENT

TO THE

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

INTELEPEER, INC.

IntelePeer, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The first paragraph of Section A of Article IV of the Corporation's Amended and Restated Certificate of Incorporation (the "Certificate") presently reads as follows:

"Authorization of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this Corporation is authorized to issue is 80,000,000 shares of Common Stock, par value \$0.0001 per share (the "*Common Stock*") and 43,760,592 shares of Preferred Stock, par value \$0.0001 per share (the "*Preferred Stock*"). The Preferred Stock shall be divided into three series. The first series of Preferred Stock shall consist of 1,280,210 shares and shall be designated "*Series A Preferred Stock*," The second series of Preferred Stock shall consist of 24,730,382 shares and shall be designated "*Series B Preferred Stock*." The third series of Preferred Stock shall consist of 17,750,000 shares and shall be designated "*Series C Preferred Stock*".

and such first paragraph of Section A of Article IV is hereby amended and restated in its entirety to read as follows:

"Authorization of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this Corporation is authorized to issue is 80,000,000 shares of Common Stock, par value \$0.0001 per share (the "*Common Stock*") and 44,760,592 shares of Preferred Stock, par value \$0.0001 per share (the "*Preferred Stock*"). The Preferred Stock shall be divided into three series. The first series of Preferred Stock shall consist of 1,280,210 shares and shall be designated "*Series A Preferred Stock*." The second series of Preferred Stock shall consist of 24,730,382 shares and shall be designated "*Series B Preferred Stock*." The third series of Preferred Stock shall consist of 18,750,000 shares and shall be designated "*Series C Preferred Stock*".

2. The foregoing Certificate of Amendment to the Certificate has been duly approved by the Board of the Directors of the Corporation in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of Delaware.

3. The foregoing Certificate of Amendment to the Certificate has been duly approved by the Corporation's stockholders in accordance with Sections 228 and 242 of the General Corporation Law of Delaware and the Certificate.

4. The foregoing Certificate of Amendment to the Corporation's Certificate shall be effective on and as of the date of filing of this Certificate of Amendment with the Secretary of State of the State of Delaware.

Remainder Of Page Intentionally Left Blank.

IN WITNESS WHEREOF, this Certificate of Amendment to the Amended and Restated Certificate of Incorporation has been executed by the Chief Financial Officer of the Corporation this 14th day of April, 2009.

INTELEPEER, INC.

By: Andre Simone
Andre Simone
Chief Financial Officer

***TRADE SECRET
PROTECTED INFORMATION PURSUANT
TO RULE 515-3.1.11***

ATTACHMENT 1

Pursuant to GA. COMP. R. & REGS. r. 515-3-1.11, IntelPeer, Inc. (“Applicant”) respectfully requests trade secret protection of its financial statements of attached hereto and submitted under protective seal. Applicant considers and treats financial information as confidential and proprietary and does not ordinarily make such information available to the public. Applicant’s competitors in the telecommunications industry would obtain significant economic and operational benefits from Applicant’s financial information would be placed at a competitive disadvantage in the Georgia telecommunications marketplace. Therefore, Applicant respectfully requests that the Commission protect these attachments as trade secrets and not release them to the public without Applicant’s expressed consent (except as provided for under GA. COMP. R. & REGS. r. 515-3-1.11).