

Large Filing Separator Sheet

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SECTION: PART 2 OF 3

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DESCRIPTION OF DOCUMENT:

NEW CASE - APPLICATION OF
INTELEPEER, INC.

SECTION 2. RATES AND CHARGES (Cont'd)

2.2 Local Exchange Service (Cont'd)

2.2.3 Business Service - United Telephone d/b/a Embarq Exchanges (Cont'd)

(B) Monthly Recurring Charges (Cont'd)

(2) Measured Rate Service

(A) Usage Rates

Day

<u>Rate Band</u>	<u>Actual</u>	<u>Maximum</u>
0 - 10	\$.015	\$.015
11 and Over	\$.020	\$0.20

Evening/Night/Weekends

<u>Rate Band</u>	<u>Actual</u>	<u>Maximum</u>
0 - 10	\$.009	\$.009
11 and Over	\$.010	\$0.10

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Issued By:

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

SECTION 2. RATES AND CHARGES (Cont'd)

2.2 Local Exchange Service (Cont'd)

2.2.4 Business Service - Cincinnati Bell Exchanges

(A) Service Charges

	<u>Non-Recurring Charge Actual</u>	<u>Maximum</u>
Service Order Charge Per Line or Trunk	\$49.75	\$99.50
Changes, To change class, type or grade of service	\$12.25	\$24.50
To restore service that has been temporarily disconnected by the Company (per line or trunk, per order)	\$18.30	\$36.60

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SECTION 2. RATES AND CHARGES (Cont'd)

2.2 Local Exchange Service (Cont'd)

2.2.4 Business Service - Cincinnati Bell Exchanges

(B) Monthly Recurring Charges

(1) Flat Rate Service

<u>Rate Band</u>	<u>Actual</u>	<u>Maximum</u>
1	\$46.25	\$92.50
2	\$48.00	\$96.00
3	\$49.75	\$99.50

(2) Measured Rate Service

(A) Monthly Charges

<u>Rate Band</u>	<u>Actual</u>	<u>Maximum</u>
1	\$30.25	\$60.50
2	\$32.00	\$64.00
3	\$33.75	\$67.50

(B) Per Minute Usage Charge

<u>Actual</u>	<u>Maximum</u>
\$0.03	\$0.06

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SECTION 2. RATES AND CHARGES (Cont'd)

2.3 Directory Assistance Service

2.3.1 AT&T of Ohio Exchanges

Customer Dialed

Local and National DA \$1.50 Per Call

2.3.2 Verizon North Exchanges

Customer Dialed

Local and National DA \$1.50 Per Call

2.3.3 United Telephone d/b/a Embarq Exchanges

Customer Dialed - after maximum 2 call allowance

Local and National DA \$1.45 Per Call

2.3.4 Cincinnati Bell Exchanges

Customer Dialed

Local and National DA \$1.75 Per Call

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SECTION 2. RATES AND CHARGES (Cont'd)

2.4 Custom Calling Services

2.4.1 AT&T of Ohio Exchanges

	Monthly Recurring Charge Per Line
Call Waiting	\$7.85
Call Forwarding	\$8.50
Three Way Calling	\$7.50
Remote Call Forwarding	\$20.45

2.4.2 Verizon North Exchanges

	Monthly Recurring Charge Per Line
Call Waiting	\$2.50
Call Forwarding	\$4.02
Three Way Calling	\$5.00
Remote Call Forwarding	\$25.99

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SECTION 2. RATES AND CHARGES (Cont'd)

2.4 Custom Calling Services (Cont'd)

2.4.3 United Telephone d/b/a Embarq Exchanges

	Monthly Recurring Charge Per Line
Call Waiting	\$4.40
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Remote Call Forwarding	\$19.45

2.4.4 Cincinnati Bell Exchanges

	Monthly Recurring Charge Per Line
Call Waiting	\$6.25
Call Forwarding	\$8.50
Three Way Calling	\$8.50
Remote Call Forwarding	\$19.00

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Exhibit A-3 Local Exchange Tariff

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
INTELEPEER, INC.**

PRINCIPAL OFFICE

IntelePeer, Inc.'s principal offices are located at 2855 Campus Drive, Suite 200, San Mateo, CA 94403. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio ("PUCO"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

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Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
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TARIFF FORMAT

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

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SECTION 1. APPLICATION OF TARIFF

This tariff includes certain rates, terms, and conditions for local exchange services required to be included in a tariff by the Commission's Detariffing order. Also in compliance with the Commission's Detariffing order, the service offerings, rates, terms, conditions for the provision of detariffed services are available via the Company's website at www.intelepeer.com. Specifically, Business Tier 2 Services and Interexchange Services have been detariffed by the Public Utilities Commission and can now be found in the Company's Business Tier 2 Price List at www.intelepeer.com.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (4901:1-5 O.A.C.). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnect and reconnection of service.

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SECTION 2. RULES AND REGULATIONS

2.1 Customer Deposits

In accordance with Rule 4901:1-5-13 of the Ohio Administrative Code, the Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. All deposits will be handled in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5-14 of the PUCO's Minimum Telephone Service Standards. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill, plus thirty percent (30%) of estimated monthly recurring charges, where applicable.

Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901:1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve (12) consecutive months of payment.

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.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Payment for Service

Customer bills will contain all of the information required by O.A.C. 4901:1-5-15. 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").

Payments are past due if not received by the Company by the Due Date. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Customer Complaints and Billing Disputes

If a Customer has a dispute that is not resolved after contacting the Company, or for general Company information, business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

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Exhibit A-4 General Terms and Conditions Tariff

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APPLYING TO TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO
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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.

"Central Office" refers to a local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

"Company" refers to IntelPeer, Inc.

"Commission" or "PUCO" refers to the Public Utilities Commission of Ohio.

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

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

"End User" refers to a customer of telecommunications service who is not a telecommunications carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

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

"Facility or Facilities" refers to any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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

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

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

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

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

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

"Toll Traffic" refers to traffic between stations in different exchange areas for which there is a separate charge not included in contracts for local exchange service.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** This tariff contains the regulations applicable to detariffed local exchange and interexchange services provided by the Company that originate and terminate within the State of Ohio. IntelePeer's services will be provided to Customers within the areas served by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.
- 2.1.2** The Company installs (or may utilize vendors service to install), operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4** The Company's services are available to business/non-residential customers.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

- 2.1.5 Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (4901:1-5 O.A.C.). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnect and reconnection of service.

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SECTION 2. RULES AND REGULATIONS

2.2 Limitations

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

- 2.3.1.1 The payment of all applicable charges pursuant to this tariff.**
- 2.3.1.2 Reimbursing the Company for damage to, or loss of the Company's equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.**
- 2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the customer's premises.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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

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

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

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- 2.3.4 The Company's services may be connected to the services or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned equipment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

- (D) The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, 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;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
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;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

- 12. Any noncompletion of calls due to network busy conditions;
- 13. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

- (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.
- (H) The approval of limitation of liability language by the PUCO does not constitute a determination by the PUCO that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the PUCO merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service

2.5.1 Minimum Contract Period

- 2.5.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within thirty (30) days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer *nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.*
- 2.5.1.2 Except as provided in 2.5.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.5.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment necessary to meet special demands for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

- 2.6.1 Payments are past due if not received by the Company by the Due Date. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits

In accordance with Rule 4901:1-5 of the Ohio Administrative Code, 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. All deposits will be handled in accordance with the provisions of the Rule 4901:1-15 of the Ohio Administrative Code and Rule 4901:1-5 of the PUCO's Minimum Telephone Service Standards. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill, plus thirty percent (30%) of estimated monthly recurring charges, where applicable.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits (Cont'd)

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.

2.7.2 Return of Deposit

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

2.7.3 Interest on Deposits

Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901:1-1-5 of the Ohio Administrative Code and will be refunded to the customer after twelve (12) consecutive months of payment.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

- 2.8.1 If a Customer has a dispute that is not resolved after contacting the Company, or for general Company information, business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 [RESERVED FOR FUTURE USE]

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 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.

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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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

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

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

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

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 Interference with or Impairment of Service

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.17 Incomplete Calls

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

2.18 Overcharge

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Notices

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

2.20 Minimum Call Completion Rate

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.21 Emergency Calling

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

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.21 Emergency Calling (Cont'd)

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 General

The Company's services are divided into three categories in accordance with the Commission's Competitive Retail Service Rules, 4901:1-6 O.A.C. Those categories are Tier 1 Core, Tier 1-Non-Core and Tier 2.

3.2 Calculation of Rates

- 3.2.1** The customers long distance usage charge is based on the actual usage of the Company's network. The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 3.2.2** 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.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.2 Calculation of Rates (Cont'd)

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

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

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

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Promotional Offerings

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

3.4 Individual Case Basis ("ICB") Offerings

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

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

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas

3.5.1 AT&T Ohio Exchanges

AT&T Ohio exchanges where IntelePeer's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Aberdeen	Aberdeen Ripley
Akron	Akron Atwater Greensburg Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown
Alliance	Alliance Atwater Canton Marlboro Sebring
Alton	Columbus Met. Area London
Arabia	Arabia Guyan Ironton Walnut
Atwater	Akron Atwater Alliance Kent

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Marlboro Ravenna Rootstown
Barnesville	Barnesville Beallsville Bethesda Somerton
Beallsville	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield
Beavercreek	Dayton Met. area Donnelsville Enon Jamestown Medway New Carlisle Spring valley Xenia Yellow Springs - Clifton Cedarville
Bedford	Cleveland Met. Area Chesterland
Belfast	Belfast Hillsboro Marshall Sugar Tree Ridge

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Bellaire (Wheeling Zone VI)	Wheeling Zone VI Wheeling Zone VII Wheeling Zone VIII
Bellbrook	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Xenia
Belpre	Belpre Marietta
Berea	Cleveland Met. Area Chesterland
Bethesda	Bethesda Barnesville Beallsville Somerton Wheeling Zone VIII
Bloomington	Bloomington Jeffersonville New Holland Sedalia Washington Ct. Hse.
Bloomington	Bloomington Jamestown Milledgeville Xenia
Bowersville	Bowersville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Jamestown Milledgeville Xenia
Brecksville	Cleveland Met. Area Chesterland
Burton	Burton Chagrin Falls Cleveland Terrace
Canal Fulton	Canal Fulton Akron Canton Manchester Massillon North Canton
Canal Winchester	Columbus Met. Area Carroll Lancaster
Canfield	Canton Alliance Canal Fulton Hartville Louisville Magnolia-Waynesburg Marlboro Massillon Navarre North Canton

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Canton	Canton Alliance Canal Fulton Hartville Louisville Magnolia-Waynesburg Marlboro Massillon Navarre North Canton
Carroll	Carroll Canal Winchester Columbus Lancaster
Castalia	Castalia Bloomington Sandusky
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs-Clifton Xenia Dayton Beavercreek Springfield
Centerville	Dayton Met. Area Donnelsville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Enon Medway Franklin New Carlisle Spring Valley
Chagrin Falls	Burton Cleveland Met. area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Chesterland Cleveland Met. area Kirtland
Christiansburg	Christiansburg Fletcher - Lena New Carlisle North Hampton
Clarington	Clarington Beallsville Duffy Woodsfield
Cleveland	Burton Cleveland Met Area Chesterland Leroy
Columbiana	Columbiana East Palestine Lisbon

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Leetonia New Waterford North Lima Rogers Salem Youngstown
Columbus	Carroll Columbus Met Area London
Conesville	Conesville Coshocton Dresden West Lafayette
Corning	Corning New Lexington Shawnee
Coshocton	Coshocton Conesville West Lafayette
Dalton	Dalton Massillon
Danville	Danville Hillsboro Sugar Tree Ridge
Dayton	Dayton Met. Area Donnelsville Enon Franklin Jamestown

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Medway Middletown New Carlisle Spring Valley Yellow Springs - Clifton Xenia Cedarville Trenton
Donnelsville	Donnelsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield
Dresden	Dresden Conesville Zanesville
Dublin	Columbus Met Area
Duffy	Duffy Clarrington Graysville New Matamoras Woodsfield
East Liverpool	East Liverpool Lisbon Rogers Salineville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Wellsville
East Palestine	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown
Enon	Enon Dayton Met. Area Donnesville Springfield Yellow Springs - Clifton
Fairborn	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Falley Yellow Springs - Clifton
Findlay	Findlay
Fletcher – Lena	Fletcher - Lena Christiansburg Piqua
Fostoria	Fostoria New Riegel
Franklin	Dayton Centerville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Franklin Miamisburg-West Carrollton* Middletown
Fremont	Fremont Lindsey
Fultonham	Fultonham New Lexington Roseville Somerset Zanesville
Gahanna	Columbus Met. Area
Gallipolis	Gallipolis Cheshire Guyan Rio Grande Vinton Walnut
Gates Mills	Cleveland Met. Area Chesterland Kirtland Mentor
Girard	Girard Hubbard Niles Youngstown

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Glenford	Glenford New Lexington Somerset Thornville
Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville
Graysville	Graysville Duffy Lewisville New Matamoras Woodsfield
Greensburg	Greensburg Akron Manchester North Canton Uniontown
Grove City	Columbus Met. Area
Groveport	Columbus Met. Area
Guyan	Guyan Arabia Gallipolis Walnut
Harrisburg	Columbus Met. Area London
Hartville	Hartville Akron Canton

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Louisville Marlboro North Canton Uniontown
Hillcrest	Cleveland Met. Area Chesterland Kirtland
Hilliard	Columbus Met. Area
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge
Holland	Toledo Met.
Hubbard	Hubbard Girard Lowellville Youngstown Sharon
Independence	Cleveland Met. Area Chesterland
Ironton	Ironton Arabia
Jamestown	Jamestown Beavercreek Bowersville Cedarville Dayton

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Jeffersonville Milledgeville South Solon Xenia
Jeffersonville	Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon Washington Ct. Hse.
Kent	Kent Akron Atwater Mantua Mogodore Ravenna Rootstown
Kirtland	Kirtland Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove
Leetonia	Leetonia Lisbon Columbiana Salem Youngstown
Leroy	Leroy Cleveland Mentor Painesville Willoughby
Lewisville	Lewisville Graysville Woodsfield
Lindsey	Lindsey Fremont
Lisbon	Lisbon Columbiana East Liverpool East Palestine Leetonia Rogers Salem Salineville Wellsville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	New Waterford
Lockbourne	Columbus Met. Area
London	London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson
Louisville	Louisville Canton Hartville North Canton
Lowellville	Lowellville Hubbard North Lima Youngstown
Magnolia-Waynesburg	Magnolia-Waynesburg Canton
Manchester	Manchester Akron Canal Fulton Greensburg
Mantua	Mantua Kent Ravenna
Marietta	Marietta

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Newport Belpre New Matamoras
Marlboro	Marlboro Alliance Atwater Canton Hartville Rootstown
Marshall	Marshall Belfast Hillsboro Rainsboro
Martins Ferry Bridgeport (Wheeling Zone VI)	Wheeling Zone VII Wheeling Zone VI Wheeling Zone VIII
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
Maumee	Toledo Met. Area
Medway	Medway Dayton Met. Area Donnelsville New Carlisle Springfield
Mentor	Mentor

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Gates Mills Kirtland Leroy Painesville Wickliff Willoughby
Miamisburg - West Carrollton	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley
Middletown	Middletown Dayton Franklin Monroe Trenton
Milledgeville	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. Hse.
Mingo Junction	Mingo Junction Steubenville
Mogadore	Mogadore Akron Kent Uniontown

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Monroe	Monroe Middletown Trenton
Montrose	Cleveland Met. Area Chesterland
Murray City	Murray City Nelsonville Shawnee
Navarre	Navarre Canton Massillon
Nelsonville	Nelsonville Murray City Shawnee
New Albany	Columbus Met. Area
New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
Newcomerstown	Newcomerstown Gnadenhutten West Lafayette
New Holland	New Holland Bloomingburg Washington Ct. Hse.
New Lexington	New Lexington

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville
New Matamoras	New Matamoras Duffy Graysville Marietta Newport
Newport	Newport Marietta New Matamoras
New Riegel	New Riegel Fostoria Tiffin
New Waterford	New Waterford Columbiana East Palestine Rogers Lisbon North Lima Salem Youngstown
Niles	Niles Girard

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	North Jackson Youngstown
North Canton	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown
North Hampton	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City
North Jackson	North Jackson Canfield Niles Youngstown
North Lima	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
North Royalton	Cleveland Met. Area Chesterland

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Norwich	Norwich Philo Zanesville
Olmsted Falls	Cleveland Met. Area Chesterland
Painesville	Painesville Kirtland Leroy Mentor Willoughby
Perrysburg	Toledo Met. Area
Philo	Philo Norwich Roseville Zanesville
Piqua	Piqua Fletcher - Lena
Pitchin	Pitchin Cedarville South Charleston Springfield Yellow Springs Clifton
Rainsboro	Rainsboro Hillsboro Marshall
Ravenna	Akron Atwater Ravenna Kent

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Mantua Rootstown
Reynoldsburg	Columbus Met. Area
Rio Grande	Rio Grande Gallipolis Vinton Walnut
Ripley	Ripley Aberdeen
Rogers	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford
Rootstown	Rootstown Atwater Kent Marlboro Ravenna Akron
Roseville	Roseville Fultonham New Lexington Philo Zanesville
Rushville	Rushville Lancaster Somerset

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Thornville
St. Clairsville (Wheeling Zone VIII)	Bethesda Wheeling Zone VIII Wheeling Zone VI Wheeling Zone VII
Salem	Canfield Eat Palestine Salem Columbiana Leetonia Lisbon New Waterford Youngstown
Salineville	Salineville East Liverpool Lisbon Wellsville
Sandusky	Sandusky Bloomington Castalia
Sebring	Sebring Alliance
Sedalia	Sedalia Bloomington Jeffersonville London South Solon
Sharon	Sharon Hubbard

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Youngstown
Shawnee	Shawnee Corning Murray City Nelsonville New Lexington
Somerset	Somerset Fultonham Glenford New Lexington Rushville Thornville
Somerton	Somerton Barnesville Beallsville Bethesda Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield
South Solon	South Solon Cedarville Jamestown Jeffersonville London

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Sedalia South Charlestown
South Vienna	South Vienna London South Charleston Springfield
Springfield	Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs - Clifton Cedarville
Spring Valley	Spring Valley Dayton Met. Area Xenia
Steubenville	Steubenville Mingo Junction Toronto
Strongsville	Cleveland Met. Area Chesterland
Sugar Grove	Sugar Grove Lancaster
Sugar Tree Ridge	Sugar Tree Ridge

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Burton Chesterland Kirtland
Thornville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel
Toledo	Toledo Met. Area
Toronto	Toronto Steubenville Wellsville
Tremont City	Tremont City North Hampton Springfield
Trenton	Trenton Dayton Middletown Monroe
Trinity	Cleveland Met. Area Chesterland

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Uhrichsville	Uhrichsville Gnadenhutten
Uniontown	Uniontown Akron Greensburg Mogadore Hartville North Canton
Upper Sandusky	Upper Sandusky
Vandalia	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley
Victory	Cleveland Met. Area Chesterland
Vinton	Vinton Cheshire Gallipolis Rio Grande
Walnut	Walnut Arabia Gallipolis Guyan Rio Grande
Washington Court House	Washington Ct. Hse. Bloomington Jeffersonville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Milledgeville New Holland
Wellsville	Wellsville East Liverpool Lisbon Salineville Toronto
Westerville	Columbus Met. Area
West Jefferson	Columbus Met. Area London
West Lafayette	West Lafayette Conesville Coshocton Newcomerstown
Whitehouse	Toledo Met Area
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor
Willoughby	Cleveland Met. Area Chesterland Kirtland Leroy Mentor Painesville
Winchester	Winchester Sugar Tree Ridge
Woodsfield	Woodsfield Beallsville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Clarington Duffy Graysville Lewisville Somerton
Worthington	Columbus Met. Area
Xenia	Xenia Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley Yellow Springs - Clifton Dayton
Yellow Springs – Clifton	Yellow Springs - Clifton Beavercreek Cedarville Dayton Enon Fairborn Pitchin Xenia Springfield
Youngstown	Youngstown Canfield Columbiana East Palestine Girard

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.1 AT&T Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Hubbard Leetonia Lowellville Niles North Jackson North Lima New Waterford Salem Sharon
Zanesville	Zanesville Dresden Fultonham Norwich Philo Roseville New Lexington

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas

3.5.2 Verizon North Ohio Exchanges

Verizon North exchanges where IntelePeer's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Adena	Adena Cadiz Dillonvale Martins Ferry-Bridgeport St. Clairsville
Albany	Albany Athens Wilkesville
Amanda	Amanda Canal Winchester Lancaster
Amesville	Amesville Athens Bartlett Chesterhill
Amsterdam	Amsterdam Bergholz Harlem Springs Richmond Steubenville
Antwerp	Antwerp Paulding
Arlington	Arlington Findlay Jenera Mt. Blanchard
Ashland	Ashland Hayesville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Nova Polk Red Haw Savannah Sullivan
Ashley	Ashley Delaware Kilbourne Marengo
Ashville	Ashville Circleville Columbus Lockbourne
Athens	Albany Amesville Athens Guysville New Marshfield Shade The Plains
Attica	Attica Willard
Baltic	Baltic Berlin New Philadelphia Sugarcreek
Baltimore	Baltimore, Canal Winchester Carroll

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Lancaster Millersport Pataskala Pleasantville
Barlow	Barlow Bartlett Watertown Marietta
Beach City	Beach City Bolivar Brewster Massillon Navarre Strasburg Wilmot
Beaver	Beaver Piketon Waverly
Bellevue	Bellevue
Bergholz	Amsterdam, Bergholz and Harlem Springs
Berlin	Baltic, Berlin, Millersburg, Sugar creek and Wilmot
Berlin Heights	Berlin Heights Huron Norwalk

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Bettsville	Bettsville Fremont Helena Old Fort Tiffin
Beverly	Beverly Lowell Stockport Watertown Marietta
Blanchester	Blanchester Butler Clarksville Martinsville Wilmington
Bloomville	Bloomville Republic Tiffin
Bolivar	Beach City Bolivar Canton Mineral City New Philadelphia Strasburg
Bowerston	Bowerston Scio Uhrichsville New Philadelphia
Bowling Green	Bowling Green

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Cygnat Haskins-Tontogany Pemberville, Portage Wayne-Bradner Weston
Bremen	Bremen Lancaster Rushville
Brewster	Beach City Brewster Massillon Navarre Wilmot
Brilliant	Brilliant Mingo Junction Smithfield Steubenville
Brookville	Brookville Lewisburg New Lebanon Phillipsburg Trotwood Dayton
Brunswick	Brunswick Hinckley Valley City Cleveland Metropolitan

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Area (Cleveland, Bedford, Berea, Brecksville, Chagrin Falls, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmstead Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe and Willoughby)
Bryan	Bryan Edgerton Edon Evansport Montpelier Ney West Unity
Burbank	Burbank Congress Creston Lodi West Salem Wooster
Byesville	Byesville Cambridge
Cadiz	Cadiz Adena Flushing Freeport Hopedale

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Jewett Scio
Caldwell	Caldwell Dexter City Summerfield
Cambridge	Byesville Cambridge New Concord Old Washington
Carey	Carey Findlay Upper Sandusky
Carrollton	Carrollton Dellroy Harlem Springs Malvern Mechanicstown Pattersonville
Catawba	Catawba Mechanicsburg Springfield
Celina	Celina Coldwater Maria Stein Mendon Rockford St. Marys Wabash
Chatham	Chatham

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Medina Spencer
Chesapeake	Chesapeake Ohio Huntington, West Virginia
Cheshire Center	Cheshire Center Delaware Kilbourne Rathbone Sunbury Exchanges of the Columbus Metropolitan Area (Columbus, Worthington, Westerville, Gahanna, Reynoldsburg, Lockbourne, Grove City, New Albany, Canal Winchester, Groveport, Harrisburg, Alton, West Jefferson, Hilliard and Dublin
Circleville	Ashville Circleville Laurelville Williamspor
Clarksville	Blanchester Clarksville Wilmington
Clyde	Clyde

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Coldwater	Celina Coldwater Fort Recovery Maria Stein Wabash
Congress	Burbank Congress Red Haw West Salem Wooster
Convoy	Convoy Scott Van Wert Willshire-Wren
Cooperdale	Cooperdale Coshocton Dresden Fazeysburg Warsaw
Crestline	Crestline
Creston	Burbank Creston Seville Westfield Center Wooster
Curtice-Oregon	Curtice-Oregon Genoa Toledo
Decatur	Decatur

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Ripley Russellville
Delaware	Delaware Ashley Cheshire Center Kilbourne Ostrander Radnor Rathbone
Dellroy	Carrollton Dellroy
Dexter City	Caldwell Dexter City Lower Salem Summerfield
Dillonvale-Mt. Pleasant	Dillonvale-Mt. Pleasant, Adena Smithfield Tiltonville Martins Ferry-Bridgeport
East Rochester	East Rochester Hanoverton Minerva North Georgetown
Edgerton	Bryan Edgerton Edon
Edon	Bryan Edgerton

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Edon
Elmore	Elmore Toledo
Englewood	Dayton Metropolitan Area, (Dayton, Beaver Creek, Bellbrook, Centerville, Fairborn, Miamisburg-West Carrollton and Vandalia; Englewood; Phillipsburg; Trotwood and West Milton)
Evansport	Bryan Defiance Evansport Jewell Ridgeville
Farmersville	Dayton Farmersville Germantown Gratis Liberty Miamisburg-West Carrollton New Lebanon West Alexandria
Fayette	Archbold Fayette Wauseon
Felicity	Felicity Hamersville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Higginsport Cincinnati Clermont Bethel
Flushing	Flushing Cadiz Freeport St. Clairsville
Forest	Forest Mt. Blanchard Wharton
Fort Recovery	Coldwater Fort Recovery Wabash
Freeport	Freeport Cadiz Flushing Uhrichsville
Galion	Galion
Garrettsville	Garrettsville Hiram Parkman Ravenna Windham
Genoa	Curtice-Oregon Genoa Toledo Woodville
Georgetown	Georgetown

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Hamersville Higginsport Mt. Orab Ripley Russellville Sardinia
Gibonsburg	Gibsonburg Helena Fremont
Grafton	Elyria Grafton North Eaton
Grand Rapids	Grand Rapids Haskins-Tontogany Maumee Toledo Waterville Weston Whitehouse
Gratis	Camden Farmersville Germantown Gratis Middletown West Alexandria
Green Camp	Green Camp Marion
Greenfield	Greenfield Leesburg

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Greenwich	Greenwich Norwalk
Guysville	Athens Coolville Guysville
Hamersville	Bethel Cincinnati Clermont Felicity Georgetown Hamersville Higginsport Mt. Orab
Hanoverton	East Rochester Hanoverton Lisbon North Georgetown Salem Winona
Harlem Springs	Amsterdam Bergholz Carrollton Harlem Springs Mechanicstown
Harpster	Harpster Marion Upper Sandusky
Haskins-Tontogany	Bowling Green Grand Rapids and

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Haskins-Tontogany Toledo
Hayesville	Ashland Hayesville
Helena	Bettsville Gibsonburg Helena Fremont
Hicksville	Hicksville
Higginsport	Cincinnati Clermont Felicity Georgetown Hamersville Higginsport
Homerville	Homerville Lodi Medina Spencer West Salem
Huron	Huron Berlin Heights Sandusky
Idaho	Idaho Piketon Waverly
Jackson	Jackson Oak Hill Wellston

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Jenera	Arlington Findlay Jenera Rawson
Jewett	Cadiz Jewett Scio
Kelleys Island	Kelleys Island Sandusky
Kilbourne	Ashley Cheshire Center Columbus Delaware Kilbourne Sunbury
Knoxville	Knoxville Steubenville Toronto
La Rue	LaRue Marion
Lakeville	Big Prairie Lakeville Loudonville Nashville
Laura	Laura Phillipsburg West Milton
Laurelville	Circleville Hallsville

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Laurelville
Leesburg	Greenfield, Leesburg
Letart Falls	Letart Falls, Pomeroy, Portland
Lewisburg	Brookville, Lewisburg, West Manchester
Liberty	Farmersville, Liberty, New Lebanon, Trotwood, Dayton Metropolitan Area, (Dayton, Beaver Creek, Bellbrook, Centerville, Fairborn, Miamisburg-West Carrollton and Vandalia)
Lodi	Burbank, Homerville, Lodi, Medina, Westfield Center , West Salem
Logan	Logan
Loudonville	Lakeville, Loudonville, Perrysville
Lowell	Beverly, Lowell, Lower Salem, Marietta, Watertown
Lower Salem	Dexter City, Lowell, Lower Salem, Marietta
Lynchburg	Danville, Hillsboro, Lynchburg
Malvern	Canton, Carrollton, Malvern, Minerva
Manchester	Manchester

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	West Union
Marblehead	Marblehead, Port Clinton
Maria Stein	Celina, Coldwater, Maria Stein, Minster, Yorkshire
Marion	Caledonia, Green Camp, Harpster, LaRue, Marion, Morral, Prospect, Waldo
Martinsville	Blanchester, Artinsville, New Vienna, Wilmington
McArthur	McArthur, Wilkesville
McComb	Findlay, McComb
Mechanicsburg	Catawba, Mechanicsburg, Resaca, Urbana, Woodstock
Mechanicstown	Carrollton, Harlem Springs, Mechanicstown
Medina	Chatham, Homerville, Lodi, Medina, Seville, Sharon Center, Spencer, Valley City, Westfield Center
Mendon	Celina, Mendon
Milan	Milan, Norwal
Millersport	Baltimore, Hebron, Lancaster, Millersport, Pleasantville, Thornville
Mineral City	Bolivar, Mineral City, New Philadelphia

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Minerva	Canton, East Rochester, Malvern, Minerva, Paris, Pattersonville
Minster	Minster, Maria Stein, New Bremen
Monroeville	Monroeville, Norwalk
Montpelier	Bryan, Montpelier, Pioneer, West Unity
Montrose	Akron and Montrose
Morning Sun	Camden, Eaton, Hamilton, Morning Sun, Oxford, West College Corner, Indiana
Morral	Marion, Morral
Mount Blanchard	Arlington, Findlay, Forest, Mt. Blanchard, Vanlue, Wharton
Mount Orab	Cincinnati, Clermont, Fayetteville, Georgetown, Hammersville, Mt. Orab Sardinia
Mowrystown	Danville, Mowrystown, Sardinia, Sugar Tree Ridge, Hillsboro
Nevada	Bucyrus, Nevada, Upper Sandusky
New Bremen	Minster

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	New Bremen, St. Marys
New Burlington	Dayton, New Burlington, Wilmington, Xenia
New Concord	Cambridge, New Concord, Norwich
New Lebanon	Bloomdale, Cygnet, North Baltimore and Van Buren
New London	New London, Norwalk
New Marshfield	Athens, New Marshfield
New Philadelphia	Baltic, Bolivar, Mineral City, Newcomerstown, New Philadelphia, Strasburg, Sugarcreek, Bowerston, Gnadenhutten, Urichsville
New Vienna	Martinsville, New Vienna, Sabina, Wilmington
New Washington	New Washington
Ney	Bryan, Ney Defiance
North Baltimore	Bloomdale, Cygnet, North Baltimore, Van Buren
North Eaton	Columbia Station, Elyria, Grafton, North Eaton
North Georgetown	Alliance, Damascus, East Rochester, Hanoverton, North Georgetown, Sebring Winona
North Star	North Star, Rossburg, Yorkshire
Norwalk	Berlin Heights, Greenwich Milan, Monroeville, New London, Norwalk, Wakeman
Oak Harbor	Oak Harbor
Oak Hill	Jackson and Oak Hill

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Oberlin	Elyria and Oberlin
Ohio City	Ohio City, Rockford, Van Wert and Wilshire-Wren
Ostrander	Delaware, Radnor, Rathbone and Ostrander
Oxford	Cincinnati, Hamilton, Morning Sun and Oxford, Ohio and West Corner, Indiana
Paris	Alliance, Canton, Minerva and Paris
Payne	Payne and Paulding
Peebles	Peebles, Seaman, Sinking Spring and West Union
Pemberville	Bowling Green and Pemberville
Perrysville	Loudonville and Perrysville
Phillipsburg	Brookville, Dayton, Englewood, Laura, Phillipsburg and West Milton
Piketon	Beaver, Idaho, Piketon and Waverly
Pioneer	Montpelier, Pioneer and West Unity, Ohio and Ransom, Michigan
Plain City	Dublin, Hilliard, Plain City, Resaca and West Jefferson and calls to

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	stations bearing the designations of Columbus, Alton, Canal Winchester, Gahanna, Grove City, Groveport, Harrisburg, Lockburne, New Albany, Reynoldsburg, Westerville and Worthington
Pleasantville	Baltimore, Lancaster, Millersport, Pleasantville, Rushville and Thornville
Plymouth	Plymouth and Willard
Polk	Ashland, Polk, Red Haw, Savannah, Sullivan and West Salem
Pomeroy	Chester, Letart Falls, Pomeroy and Portland, Ohio and Mason and New Haven, West Virginia
Port Clinton	Marblehead and Port Clinton
Pot William	Port William, Sabina and Wilmington
Portland	Letart Falls, Pomeroy and Portland
Portsmouth	Minford-Stockdale and Portsmouth, Ohio and South Shore, Kentucky
Prospect	Marion, Prospect, Radnor

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas and Richwood
Put-in-Bay	Designations of designations of PUT-IN- BAY
Radnor	Delaware, Ostrander, Prospect and Radnor
Rathbone	Cheshire Center, Delaware, Ostrander, Rathbone and the Columbus Metropolitan area, such area consisting of Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, West Jefferson and Worthington
Rawson	Ashland, Congress, Polk, Red Haw and West Salem
Red Haw	Ashland, Congress, Polk, Red Haw and West Salem
Republic	Bloomville, Green Springs, Republic and Tiffin
Resaca	Alton, Columbus, Hilliard, London, Mechanicsburg, Milford Center, Plain City, Resaca and West

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Jefferson
Richmond	Amsterdam, Richmond and Steubenville
Richwood	Magnetic Springs, Prospect and Richwood
Russellville	Decatur, Georgetown, Ripley and Russellville
Sabina	New Vienna, Port William, Sabina and Wilmington
Sardinia	Georgetown, Mt. Orab, Mowrystown and Sardinia
Savannah	Ashland, Polk and Savannah
Scio	Bowerston, Cadiz, Jewett and Scio
Scott	Convoy, Grover Hill, Scott and Van Wert
Seaman	Peebles, Seaman, West Union and Winchester
Seville	Creston, Medina, Seville and Westfield Center
Shade	Athens and Shade
Sharon Center	Medina, Sharon Center, Akron and Wadsworth
Sinking Spring	Peebles and Sinking Spring
Smithfield	Brilliant, Dillonvale, Smithfield and Steubenville
Spencer	Chatham, Homerville,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Medina and Spencer
Spencerville	Spencerville, Venedocia and Lima
St. Marys	Celina, St. Marys and New Bremen
Strasburg	Beach City, Bolivar, New Philadelphia and Strasburg
Sugar Creek	Baltic, Berlin, New Philadelphia and Sugarcreek
Summerfield	Caldwell, Dexter City and Summerfield
Sylvania	Lost Peninsula, Michigan, Sylvania and Toledo Metropolitan Area, such area consisting of Toledo, Holland, Maumee, Perrysburg and Whitehouse
The Plains	Athens and The Plains
Tiltonsville	Dillonvale, Martins Ferry-Bridgeport and Tiltonsville
Tipp City	Christiansburg, New Carlisle, Tipp city, Troy and Dayton
Trotwood	Brookeville, Englewood, Liberty, New Lebanon, Trotwood and the Dayton Metropolitan Area, such area consisting of Dayton, Beaver Creek, Bellbrook, Centerville, Fairborn, Miamisburg-

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	West Carrollton and Vandalia
Troy	Christiansburg, Covington, New Carlisle, Pleasant Hill, Tipp City, West Milton, and Troy
Valley City	Brunswick, Medina and Valley City
Van Buren	Arcadia, Findlay, North Baltimore and Van Buren
Wadsworth	Akron, Rittman, Sharon Center and Wadsworth
Wakeman	Norwalk and Wakeman
Waldo	Marion and Waldo
Warsaw	Cooperdale, Coshocton and Warsaw
Watertown	Barlow, Bartlett, Beverly, Lowell, Marietta, Stockport and Watertown
Waverly	Beaver, Idaho, Piketon and Waverly
Wayne-Bradner	Wayne-Bradner and Bowling Green
Wellington	Elyria and Wellington
Wellston	Jackson and Wellston
West Alexandria	Eaton, Farmersville, Gratis, New Lebanon and West Alexandria
West Milton	Dayton, Englewood, Laura, Phillipsburg, Troy and West Milton

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
West Salem	Burbank, Congress, Homerville, Lodi, Polk, Red Haw and West Salem
West Union	Manchester, Peebles, Seaman and West Union
West Unity	Bryan, Monpelier, Pioneer and West Unity
Westfield Center	Creston, Lodi, Medina, Seville and Westfield Center
Weston	Bowling Green, Deshier, Grand Rapids and Weston
Wharton	Forest, Mt. Blanchard, upper Sandusky, Vanlue and Wharton
Wilkesville	Albany, McArthur and Wilkesville
Willard	Willard, Attica and Plymouth
Williamsport	Circleville and Williamsport
Willshire-Wren	Convoy, Ohio Ctiy, Rockford, Van Wert and Wilshire-Wren
Wilmington	Blanchester, Clarksville, Martinsville, New Burlington, New Vienna, Port William, Sabina and Wilmington
Wilmot	Beach City, Berlin,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.2 Verizon North Ohio Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Brewster, Massillon, Millersburg Wilmot and Wooster
Winona	Damascus, Hanoverton, Lisbon, North Georgetown, Salem and Winona
Woodstock	Marysville, Mechanisburg, Milford Center, North Lewisburg, Urbana and Woodstock
Yorkshire	Maria Stein, North Star, Versailles and Yorkshire

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas

3.5.3 Cincinnati Bell Telephone Company Exchanges

Cincinnati Bell Telephone Company (CBT) exchanges where IntelePeer's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
Bethany	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Morrow, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Bethel	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Felicity, Florence, KY, Ft. Thomas, KY, Georgetown, Glencoe, KY, Hamilton, Hamersville, Harrison, Higginsport, Independence, KY, Lebanon, Little Miami, Morrow, Mt. Orab, Newtonsville, Reily, Seven Mile, Shandon, South

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Cincinnati	Alexandria, KY, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Dayton, Falmouth, KY, Felicity, Florence, KY, Ft. Thomas, KY, Georgetown, Glencoe, KY, Hamersville, Hamilton, Harrison, Higginsport, Independence, KY, Lebanon, Little Miami, Mason, Middletown, Monroe, Morning Sun, Morrow, Mt. Orab, Newtonsville, Oxford, Reily Seven Mile, Shandon, South Lebanon, Trenton, Walton, KY, Warsaw, KY, Waynesville, West Corner, IN, Williamsburg
Clermont	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Felicity, Florence, KY,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Ft. Thomas, KY, Georgetown, Glencoe, KY, Hamersville, Hamilton, Harrison, Higginsport, Independence, KY, Lebanon, Little Miami, Morrow, Mt. Orab, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Hamilton	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Camden, Cincinnati, Clermont, Covington, KY, Dayton, Eaton, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Middletown, Monroe, Morning Sun, Morrow, Newtonsville, Oxford, Reily, Seven Mile, Shandon, South Lebanon, Trenton, Walton, KY, Warsaw, KY,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Waynesville, West Corner, IN, Williamsburg, Williamstown, KY
Harrison	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Morrow, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Little Miami	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Morrow, Newtonsville, Reily, Seven Mile,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Newtonsville	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Morrow, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Reily	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Morrow, Newtonsville,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville Williamsburg, Williamstown, KY
Seven Mile	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Dayton, Falmouth, KY, Franklin, Glencoe, KY, Hamilton, Harrison, Independence, KY, Little Miami, Middletown, Monroe, Newtonsville, Reily, Seven Mile, Shandon, Trenton, Walton, KY, Warsaw, KY, Williamsburg, Williamstown, KY
Shandon	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.3 Cincinnati Bell Telephone Company Exchanges (Cont'd)

Exchange Area	Local Calling Areas
	Morrow, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
Williamsburg	Alexandria, KY, Bethany, Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami, Morrow, Mt. Orab, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq

United Telephone Company of Ohio d/b/a Embarq exchanges where IntelePeer's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
Ada	Alger, Bluffton, Dunkirk, Findlay, Kenton, Lafayette, Lima, Westminster
Adamsville	Cambridge, Conesville, Dresden, New Concord, Norwich, West Lafayette Zanesville
Adario	Mansfield, Shiloh
Alexandria	Columbus, Granville, Johnstown, Newark, Pataskala, Reynoldsburg
Alger	Ada, Belle Center, Kenton, Lima, Waynesfield, Westminster
Andover	Ashtabula, Colebrook, Dorset, Greene, Jefferson, Kinsman, New Lyme, Pierpont
Anna	Botkins, Fort Loramie, Jackson Center, Sidney
Ansonia	Arcanum, Bradford, Gettysburg, Greenville, Hollansburg, New Madison, Rossburg, Union City, OH, Versailles
Apple Creek	Fredericksburg, Kidron, Orrville, Wooster
Arcanum	Ansonia, Bradford, Eldorado, Gettysburg,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	Greenville, Hollansburg, Laura, New Madison, Phillipsburg, Rossburg, Union City, OH, Versailles West Manchester
Archbold	Bryan, Evansport, Fayette, Napoleon, Ridgeville Corners, Stryker, Wauseon, West Unity
Bartlett	Amesville, Athens, Barlow Beverly, Chesterhill, Little Hocking, Marietta, Watertown
Beaverdam	Bluffton, Cairo, Lafayette, Lima
Belle Center	Alger, Bellefontaine, Huntsville, Kenton, Ridgeway, Rushsylvania, Russells Point, Waynesfield
Bellefontaine	Belle Center, DeGraff, East Liberty, Huntsville, Jackson Center, Mt. Victory, North Lewisburg, Ridgeway, Rushsylvania, Russells Point, Waynesfield, West Liberty, West Mansfield
Bellville	Butler, Chesterville, Fredericktown,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
	Johnsonville, Lexington, Lucas, Mansfield
Berlin Center	Canfield, Damascus, Lake Milton, North Benton, North Jackson, Salem, Youngstown
Big Prairie	Lakeville, Millersburg, Nashville, Shreve, Wooster
Bloomdale	Arcadia, Bowling Green, Cygnet, Findlay, Fostoria, North Baltimore, Portage, Van Buren, Wayne-Bradner
Bluffton	Ada, Beaverdam, Cairo, Findlay, Lafayette, Lima, Ottawa, Pandora
Botkins	Anna, Fort Loramie, Jackson Center, Sidney, Wapakoneta
Bradford	Ansonia, Arcanum, Covington, Gettysburg, Greenville, Hollansburg, Laura, New Madison, Piqua, Rossburg, Troy, Versailles
Bristolville	Cortland, Greene, Johnston, Mesopotamia, North Bloomfield, Warren
Bucyrus	Chatfield, Crestline, Galion,

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	Lykens, Nevada, New Winchester, Shelby
Butler	Bellville, Danville, Fredericktown, Lexington, Lucas, Mt. Vernon, Mansfield
Byhalia	Marysville, Mt. Victory, Richwood, West Mansfield, York Center
Cairo	Beaverdam, Bluffton, Columbus Grove, Gomer, Lima, Vaughnsville
Caledonia	Galion, Mt. Gilead, Marion, New Winchester
Camden	Eaton, Eldorado, Gratis, Morning Sun, New Paris, West Manchester
Cardington	Ashley, Chesterville, Marengo, Marion, Mt. Gilead, Waldo
Centerburg	Chesterville, Croton, Delaware, Kilbourne, Marengo, Mt. Gilead, Mt. Vernon, Newark, Sunbury, Utica-Homer
Chafield	Bucyrus, Lykens
Chesterhill	Amesville, Athens, Bartlett, Glouster, Marietta, Pennsville, Stockport,

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarg (Cont'd)

Exchange Area	Local Calling Areas
	McConnelsville, Watertown
Chesterville	Bellville, Cardington, Centerburg, Fredericktown, Johnsville, Marengo, Mt. Gilead, Mt. Vernon
Cortland	Bristolville, Greene, Hartford, Johnston, Kinsman, Niles, Sharon, Warren, Youngstown
Crooksville	McConnelsville, New Lexington, Philo, Roseville, Zanesville
Croton	Centerburg, Johnstown, Newark, Sunbury, Utica- Homer
Cygnnet	Bloomdale, Bowling Green, Deshler, North Baltimore, Portage, Risingsun, Wayne-Bradner, Weston
Damascus	Alliance, Berlin Center, Canfield, Lisbon, North Georgetown, North Benton, Salem, Sebring, Winona, Youngstown
Danville	Butler, Gambier, Glenmont, Killbuck, Millersburg, Mt. Vernon, Nashville
De Graf	Bellefontaine, Huntsville, Jackson Center,

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
	Rosewood, Russells Point, Sidney, Urbana, West Liberty
Definace	Arthur, Ayersville, Evansport, Jewell, Ney, Sherwood
Delphos	Elida, Ft. Jennings, Gomer, Lima, Middle Point, Ottawa, Ottoville, Spencerville, Van Wert, Venedocia
Deshler	Belmore, Bowling Green, Cygnet, Findlay, Grelton-Malinta, Hamler, McClure, McComb, Napoleon, North Baltimore, Ottawa, Weston
Dunkirk	Ada, Kenton
East Liberty	Bellefontaine, Marysville, North Lewisburg, Raymond West Liberty, West Mansfield
Eaton	Camden, Eldorado, Gratis Lewisburg, Morning Sun, New Paris, West Alexandria, West Manchester
Eldorado	Arcanum, Camden, Eaton, Greenville, Hollansburg, New Madison, New Paris,

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	West Manchester
Elida	Gomer, Delphos, Lima, Spencerville
Florida	Ayersville, Grelton-Malinta, Holgate, Jewell, Liberty Center, Napoleon, Okolona
Fort Loramie	Anna, Botkins, Jackson Center, Sidney, Versailles
Frazeyburg	Cooperdale, Coshocton, Dresden, Hanover-Marne, Martinsburg, Newark, St. Louisville, Zanesville
Fredericksburg	Apple Creek, Holmesville, Kidron, Millersburg, Wooster
Fredericktown	Bellville, Butler, Chesterville, Johnsville, Mansfield, Mt. Gilead, Mt. Vernon
Gambier	Mt. Vernon, Danville, Martinsburg
Gerald	Napoleon, Liberty Center, Okolona, Ridgeville Corners, Wauseon
Gettysburg	Ansonia, Arcanum, Bradford, Greenville, Hollansburg, New Madison, Rossburg, Versailles

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
Glenmont	Danville, Killbuck, Millersburg, Nashville
Glouster	Amesville, Athens, Chesterhill, Corning, McConnelsville, Murray City, Nelsonville, New Lexington, Pennsville, Shawnee, The Plains
Gomer	Cairo, Delphos, Elida, Ft. Jennings, Kalida, Lima, Ottawa, Vaughnsville
Green Springs	Bellevue, Clyde, Fremont Old Fort, Republic, Tiffin
Greene	Andover, Bristolville, Cortland, Johnston, Kinsman, North Bloomfield, Warren
Greenville	Ansonia, Arcanum, Bradford, Eldorado, Gettysburg, Hollansburg, Laura, New Madison, New Paris, Rossburg, Union City, OH, Versailles, West Manchester
Grelton-Malinta	Deshler, Florida, Hamler, Holgate, Liberty Center, McClure, Napoleon, Okolona
Hamler	Belmore, Deshler, Holgate,

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3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	Leipsic, Grelton-Malinta, Napoleon, New Bavaria
Hartford	Cortland, Johnston, insman Sharon, Warren
Hebron	Granville, Lancaster, Millersport, Newark, Pataskala, Thornville
Holgate	Ayersville, Florida, Grelton-Malinta, Hamler, Liberty Center, Napoleon, New Bavaria
Hollansburg	Ansonia, Arcanum, Bradford, Eldorado, Gettysburg, Greenville, New Madison, New Paris, Rossburg, Versailles, West Manchester
Holmesville	Fredericksburg, Millersburg, Shreve, Wooster
Huntsville	Belle Center, Bellefontaine, DeGraff, Russells Point
Jackson Center	Anna, Bellefontaine, Botkins, DeGraff, Fort Loramie, Russells Point, Sidney, Wapkoneta, Waynesfield
Jefferson	Andover, Ashtabula, Austinburg, Colebrook,

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San Mateo, CA 94403

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embark (Cont'd)

Exchange Area	Local Calling Areas
	Conneaut, Dorset, Geneva, Kingsville, Kinsman, New Lyme, Orwell, Pierpont, Rock Creek, Trumbull, Windsor
Jewell	Defiance, Florida, Ayersville, Okolona, Evansport
Johnston	Bristolville, Cortland, Greene, Hartford, Kinsman, Warren
Johnstown	Alexandria, Columbus, Croton, Delaware, Gahana, Granville, New Albany, Newark, Pataskala, St. Louisville, Sunbury, Utica-Homer, Westerville
Johnsville	Bellville, Chesterville, Fredericktown, Galion, Lexington, Mt. Gilead, Mansfield
Junction City	Bremen, Lancaster, Logan, New Lexington, Somerset
Kidron	Apple Creek, Dalton, Fredericksburg, Massillon, Orrville, Wilmot, Wooster
Killbuck	Coshocton, Danville, Glenmont, Millersburg

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
Kinsman	Andover, Cortland, Greene, Hartford, Jefferson, Johnston, Warren
Lafayette	Ada, Beaverdam, Bluffton, Lima, Westminster
Lake Milton	Berlin Center, Canfield, Newton Falls, North Benton, North Jackson, Ravenna, Warren, Wayland, Youngstown
Lebanon	Beavercreek, Bellbrook, Bethany, Bethel, Centerville, Cincinnati, Clermont, Dayton, Franklin, Hamilton, Harrison, Little Miami, Mason, Miamisburg/West Carrolton, Middletown, Monroe, Morrow, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Spring Valley, Trenton, Vandalia, Waynesville, Williamsburg Alexandria, KY, Boone, KY, Butler, KY, Covington, KY, Falmouth, KY, Glencoe, KY,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	Independence, KY, Walton, KY, Warsaw, KY, Williamstown, KY
Lexington	Bellville, Butler, Galion, Johnsville, Lucas, Mt. Gilead, Mansfield
Liberty Center	Delta, Florida, Gerald, Grand Rapids, Grelton- Malinta, Holgate, McClure, Napoleon, Neapolis, Wauseon
Lima	Adar, Alger, Beaverdam, Bluffton, Buckland, Cairo, Cridersville, Delphos, Elida, Gomer, Lafayette, Spencerville, Waynesfield, Westminster, Vaughnsville, Venedocia
Lucas	Ashland, Bellville, Butler, Lexington, Mansfield
Luckey	Bowling Green, Pemberville, Perrysburg, Stony Ridge, Toledo, Woodville
Lykens	Bucyrus, Chatfield, Tiffin
Lyons	Chesterfield, Delta, Metamora, Ogden Center, MI, Sand Creek, MI, Wauseon

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarg (Cont'd)

Exchange Area	Local Calling Areas
Magnetic Springs	Delaware, Marysville, Raymond, Richwood
Mansfield	Adario, Bellville, Butler, Crestline, Fredericktown, Galion, Lexington, Lucas, Shelby, Shiloh, Johnsville
Marengo	Ashley, Cardington, Centerburg, Chesterville, Kilbourne, Mt. Gilead
Marshallville	Orrville, Rittman, Smithville, Wooster
Martinsburg	Mt. Vernon, Frazeyburg, Gambier, Utica-Homer
Marysville	Byhalia, East Liberty, Magnetic Springs, Milford Center, Mt. Victory, Raymond, North Lewisburg, York Center, West Mansfield, Woodstock
Mason	Alexandria, KY, Bethany Bethel, Boone, KY, Butler, KY, Cincinnati, Clermont, Covington, KY, Falmouth, KY, Florence, KY, Ft. Thomas, KY, Glencoe, KY, Hamilton, Harrison, Independence, KY, Lebanon, Little Miami,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarg (Cont'd)

Exchange Area	Local Calling Areas
	Morrow, Newtonsville, Reily, Seven Mile, Shandon, South Lebanon, Walton, KY, Warsaw, KY, Waynesville, Williamsburg, Williamstown, KY
McConnelsville	Beverly, Chesterhill, Corning, Crooksville, Cumberland, Glouster, New Lexington, Pennsville, Philo, Reinersville-Hackney, Stockport
Metamora	Richfield Center-Berkey, Delta, Lyons, Ogden Center, MI, Swanton, Toledo, Wauseon
Milford Center	Marysville, North Lewisburg, Resaca, Urbana, Woodstock
Millersburg	Berlin, Big Prairie, Coshocton, Danville, Fredericksburg, Glenmont, Holmesville, Killbuck, Nashville, Shreve, Wilmot
Moline	Bowling Green, Curtice-Oregon, Genoa, Stony Ridge, Toledo, Woodville
Morrow	Bethany, Butlerville, Cincinnati, Lebanon, Little

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	Miami, Mason, South Lebanon, Waynesville
Mount Gilead	Ashley, Caledonia, Cardington, Centerburg, Chesterville, Fredericktown, Galion, Johnsville, Lexington, Marengo, Marion
Mount Sterling	Ashville, Bloomingburg, Circleville, Columbus, Grove City, Harrisburg, London, New Holland, Sedalia, Washington Court House, Williamsport
Mount Vernon	Butler, Centerburg, Chesterville, Danville, Fredericktown, Gambier, Martinsburg, Nashville, Utica-Homer
Mount Victory	Bellefontaine, Byhalia, Marysville, Ridgeway, Kenton, West Mansfield
Napoleon	Archbold, Deshler, Florida, Gerald, Grelton-Malinta, Hamler, Holgate, Liberty Center, McClure, Okolona, Ridgeville Corners
Nashville	Big Prairie, Danville, Glenmont, Lakeville, Mt.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embark (Cont'd)

Exchange Area	Local Calling Areas
	Vernon, Millersburg, Shreve, Loudonville
New Lyme	Andover, Ashtabula, Colebrook, Dorset, Jefferson, Orwell, Rock Creek
New Madison	Ansonia, Arcanum, Bradford, Eldorado, Gettysburg, Greenville, Hollansburg, New Paris, Rossburg, Versailles, West Manchester
New Paris	Camden, Eaton, Eldorado, Greenville, Hollansburg, New Madison, West Manchester
New Winchester	Lake Milton, North Jackson, Ravenna, Warren, Wayland, Windham
Newton Falls	Bucyrus, Caledonia, Galion, Marion
North Benton	Alliance, Berlin Center, Canfield, Damascus, Lake Milton, Ravenna, Salem, Sebring, Youngstown
North Lewisburg	Bellefontaine, <i>East Liberty</i> , <i>Marysville</i> , Milford Center, Urbana, <i>West Liberty</i> ,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
	Woodstock
Old Fort	Bettsville, Green Springs, Fremont, Tiffin
Orrville	Apple Creek, Dalton, Kidron, Marshallville, Smithville, Wooster
Ottawa	Bluffton, Columbus Grove, Continental, Delphos, Deshler Gilboa, Glandorf, Gomer, Kalida, Leipsic, Miller City, Pandora
Pataskala	Alexandria, Alton, Baltimore, Canal Winchester, Columbus, Dublin, Gahanna, Granville, Grove City, Groveport, Harrisburg, Hebron, Hilliard, Johnstown, Lancaster, Lockbourne, New Albany, Newark, Reynoldsburg, West Jefferson, Westerville, Worthington
Pennsville	Chesterhill, Glouster, McConnelsville, Stockport
Portage	Bloomdale, Bowling Green, Cygnet, North Baltimore, Wayne-Bradner, Weston

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
Raymond	East Liberty, Magnetic Springs, Marysville, West Mansfield, York Center
Reinersville-Hackney	Beverly, McConnelsville, Caldwell, Cumberland
Richfield Center-Berkey	Metamora, Toledo, Holland, Maumee, Perrysburg, Swanton, Sylvania, Whitehouse
Ridgeway	Belle Center, Bellefontaine, Kenton, Mt. Victory, Rushsylvania, West Mansfield
Risingsun	Bettsville, Bowling Green, Cygnet, Fostoria, Fremont, Helena, Tiffin, Wayne-Bradner
Rittman	Akron, Marshallville, Smithville, Sterling, Wadsworth, Wooster
Rockford	Celina, Mendon, Ohio City, Wabash, Willshire-Wren
Rosewood	DeGraff, Sidney, St. Paris, Urbana, West Liberty
Rosburg	Ansonia, Arcanum, Bradford, Gettysburg, Greenville, Hollansburg, New Madison, North Star, Union City, OH, Versailles

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
Rushsylvania	Belle Center, Bellefontaine, Kenton, Ridgeway, West Mansfield
Russells Point	Belle Center, Bellefontaine, DeGraff, Huntsville, Jackson Center, Waynesfield
Shelby	Bucyrus, Crestline, Mansfield, Shiloh
Shiloh	Adario, Mansfield, Shelby
Shreve	Big Prairie, Holmesville, Millersburg, Nashville, Wooster
Sidney	Anna, Botkins, DeGraff, Fort Loramie, Jackson Center, Rosewood, Versailles
Smithville	Marshallville, Orrville, Rittman, Sterling, Wooster
Sputh Lebanon	Mason, Morrow, Lebanon, Waynesville, Cincinnati, Little Miami
Sterling	Creston, Rittman, Seville, Smithville, Wooster
Stockport	Bartlett, Beverly, Chesterhill, McConnelsville, Pennsville, Watertown
Stoney Ridge	Bowling Green, Genoa,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embark (Cont'd)

Exchange Area	Local Calling Areas
	Luckey, Moline, Pemberville, Perrysburg, Woodville, Toled
Stryker	Archbold, Bryan, Evansport, Wauseon, West Unity
Sunbury	Alton, Canal Winchester, Centerburg, Cheshire- Lewis Center, Columbus, Croton, Delaware, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Johnstown, Kilbourne, Lockbourne, New Albany, Reynoldsburg, West Jefferson, Westerville, Worthington
Swanton	Delta, Toledo, Holland, Metamora, Maumee, Neapolis, Perrysburg, Richfield Center-Berkey, Wauseon, Whitehouse
Union City	Ansonia, Arcanum, Ft. Recovery, Greenville, Rossburg, Versailles
Utica-Homer	Centerburg, Croton, Johnstown, Martinsburg, Mt. Vernon, Newark, St.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
	Louisville
Van Wert	Convoy, Delphos, Middle Point, Ohio City, Scott, Venedocia, Willshire-Wren
Venedocia	Delphos, Lima, Middle Point, Ohio City, Spencerville, Van Wert
Versailles	Ansonia, Arcanum, Bradford, Covington, Fort Loramie, Gettysburg, Greenville, Hollansburg, New Madison, North Star, Piqua, Rossburg, Sidney, Troy, Union City, OH, Yorkshire
Warren	Bristolville, Cortland, Girard Greene, Hartford, Hubbard, Johnston, Lake Milton, Kinsman, Mesopotamia, Newton Falls, Niles, North Bloomfield, North Jackson, Sharon, Wayland, Windham, Youngstown
Waterville	Bowling Green, Grand Rapids, Haskins-Tontoganey, Toledo, Holland, Maumee, Perrysburg, Whitehouse
Wauseon	Archbold, Delta, Lyons,

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embarq (Cont'd)

Exchange Area	Local Calling Areas
	Fayette, Chesterfield, Gerald, Liberty Center, Metamora, Ridgeville Corners, Stryker, Swanton
Wayland	Lake Milton, Newton Falls, Ravenna, Warren, Windham
Waynesfield	Alger, Belle Center, Bellefontaine, Jackson Center, Kenton, Lima, Russells Point, Wapakoneta, Westminster
Waynesville	Dayton, Lebanon, Mason, Morrow, South Lebanon
West Liberty	Bellefontaine, DeGraff, East Liberty, North Lewisburg, Rosewood, Urbana
West Manchester	Arcanum, Camden, Eaton, Eldorado, Greenville, Hollansburg, Lewisburg, New Madison, New Paris Phillipsburg
West Mansfield	Bellefontaine, Byhalia, East Liberty, Marysville, Mt. Victory, Raymond, Ridgeway, Rushsylvania, York Center

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Exchange Areas Served and Local Calling Areas (Cont'd)

3.5.4 United Telephone Company of Ohio d/b/a Embargo (Cont'd)

Exchange Area	Local Calling Areas
Westminster	Ada, Alger, Kenton, Lafayette, Lima, Wapakoneta, Waynesfield
Windham	Garrettsville, Newton Falls, Ravenna, Warren, Wayland
Woodville	Bowling Green, Curtice- Oregon, Elmore, Fremont, Genoa, Gibsonburg, Lindsey, Luckey, Moline, Pemberville, Perrysburg, Port Clinton, Stony Ridge Toledo
Wooster	Apple Creek, Big Prairie, Burbank, Congress, Creston, Dalton, Fredericksburg, Holmesville, Kidron, Marshallville, Orrville, Rittman, Shreve, Smithville, Sterling, West Salem, Wilmot
York Center	Byhalia, Marysville, Raymond, Richwood, West Mansfield

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EXHIBIT B

DESCRIPTION OF SERVICES

Exhibit B-1 How Service Provisioned

IntelePeer, Inc. will provision telecommunication services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") operating in Ohio.

Exhibit B-2 Description of Proposed Services

IntelPeer will provide fully managed, hosted, on-demand peering infrastructure to directly exchange voice traffic over IP or legacy TDM networks between any application and any telephony device. Specifically, IntelPeer seeks authority to provide facilities-based and resold local exchange and interexchange telecommunications services in Ohio. IntelPeer will offer basic local exchange services, custom calling features, and interexchange toll services, including toll free services, to business and enterprise customers.

While IntelPeer will not initially offer prepaid local exchange and interexchange services, IntelPeer may offer such services in the future. IntelPeer may also provide access services to payphone service providers. IntelPeer will offer basic local exchange services, custom calling features, and interexchange toll services, including toll free services, to business and enterprise customers. Facilities-based local exchange service will be provided via (1) commercial wholesale agreement with incumbents, (2) IntelPeer's own facilities, or (3) a combination thereof. Initially, toll services will be provided via IntelPeer's underlying long distance carrier. IntelPeer, however, seeks the full range of resold and facilities-based local exchange and interexchange authority so that it can have the flexibility in provisioning services in the future.

IntelPeer will offer interexchange telecommunications statewide. Initially, IntelPeer intends to provide local exchange service in the areas served by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North and does not plan to provide service in areas of any small or rural local exchange carriers.³ However, IntelPeer does seek statewide authority so that it may expand into other services as market conditions warrant and as additional service areas become open to competition.

Grant of this application will promote the public interest by increasing telecommunications service competition in Ohio. IntelPeer will provide customers with high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. IntelPeer will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis.

³ At this time, Applicant does not seek to terminate any exemption held by a rural telephone company pursuant to 47 U.S.C. § 251(f).

Exhibit B-3 Statement about Provision of CTS Services

IntelPeer seeks authority to provide CTS Services including high-capacity telecommunications services, private line, transport, and long-distance services for large business, enterprise customers and carriers and other network providers.

Exhibit B-4 Description of Proposed Market Area

Ultimately, IntelePeer plans to provide local exchange service in all areas in Ohio currently serviced by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. A list of IntelePeer's initial Proposed Market Areas are provided in Exhibit G-5.

Exhibit B-5 Explanation of How Proposed Market Area is in Public Interest

IntelPeer's proposed services in the proposed market areas will provide multiple public benefits by providing users of telecommunications services with a greater range of competitive choices. In addition, the increase in competition among carriers will create incentives for lower prices, more innovative services, and more responsive customer service. Enhanced local exchange services competition also will stimulate the demand for the services supplied by all local service carriers, including the Incumbent Carriers. The Incumbent Carriers will have market incentives to improve the efficiency of their operations, and will benefit from the increased use of telecommunications services, due to the expansion of the total market for telecommunications services. Furthermore, increased competition will drive telecommunications prices down, which benefits Ohio consumers who will see concomitant reductions in their bills, which in turn will ultimately strengthen the Ohio economy.

Exhibit B-6 Description of Class of Customers Served

IntelePeer's primary focus is to provide service to business and enterprise customers. IntelePeer does not plan to serve residential customers.

EXHIBIT C

BUSINESS REQUIREMENTS

Exhibit C-1 Registration with Ohio Department of Taxation



**REGISTRATION
CONFIRMATION**

*Taxpayer Services/
Compliance Support Division
P. O. Box 182215
Columbus, OH 43218-2215
Phone: 1-888-405-4089
Fax: 1-614-466-8892
TTY/TDD: 1-800-750-0750
tax.ohio.gov*

April 13, 2009

1360352090408

VOEX INC
2855 CAMPUS DR STE 200
SAN MATEO, CA 94403-2536

RE: Account Type: CORPORATION FRANCHISE TAX

Account Number: 01710558

Effective Date: 1/1/2008

Filing Frequency: ANNUAL

TIN: 60

Dear Taxpayer:

Please verify the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our web site at tax.ohio.gov.

Legal Name:

Federal Employer Identification Number:

Social Security Number:

Ohio Charter Number:

~~VOEX INC~~ *IntelePeer, Inc.*
68-0556257

FILING REMINDERS:

You are required to file a corporation franchise tax return even if you conducted no business in the calendar year in which you registered.

RGAT0188

REGISTRATION CONFIRMATION

State of Ohio
Department of Taxation
Central Registration Unit
P.O. Box 182215
Columbus, OH 43218-2215

If a FEIN is not displayed on this notice, please provide your Federal Employer Identification Number (FEIN) in the space below and return this portion of the letter.

Name: ~~VOEX INC~~ *INTELEPEER, INC.*

Account #: 01710558

FEIN: 68-0556257

VoEX™ Inc., a major VoIP managed-services provider, announced today it has renamed itself IntelPeer™ Inc. to better reflect the company's comprehensiveness in next-generation communications services. IntelPeer's phone-number-to-IP address registry, global IP peering infrastructure, media transcoding and routing intelligence allow carriers, cable companies, wireless and other voice services providers, universities, call centers, enterprises and eCommunities – such as AIM, Yahoo! and MSN – to reduce their communications costs dramatically. Its infrastructure allows participating peers to send traffic around the world without making costly interim hops to public switched telephone networks, and to build and run intelligent voice-and-data communications applications from end to end. “We felt we needed to change our name because ‘VoEX’ implies that we’re simply a voice exchange service using VoIP,” said company CEO F. Terry Kremian. “We needed a brand name that better reflects the broader range of our communications offerings and future direction of the company.” “We chose IntelPeer because it stands for Intelligent Telecommunications and Peering,” he added. “Many of our would-be competitors offer voice peering and minutes exchange, or registry services, or gateway functions, as well as long-haul IP trunking services. We differentiate ourselves by offering all of these services combined with the infrastructure to develop next-generation intelligent communications applications.” Kremian said he could foresee, for example, such applications as location-aware (or presence-aware) enhanced person-to-person interactions. Leveraging industry standards, IntelPeer's intelligent peering navigation technology assures that every call is delivered in the right format across the most cost-effective, highest quality route possible – providing one-stop shopping for state-of-the-art IP services at a fraction of the cost. These services incorporate:

- Intelligent Least Cost Routing – maximizing quality and cost savings across all networks;
- SIP-based Session Management – reducing termination costs and eliminating payments to long distance and local carriers;
- Any-to-Any Network Interoperability – real-time transcoding, protocol translation and media conversion between disparate networks;
- Phone Number Mapping – linking phone numbers to IP-based addresses using ENUM and other protocols;

- Device Discovery – dynamically analyzing network traffic and call statistics to determine the best route and method to deliver calls while reducing the complexity of building device-specific applications.

“These are the core services that define IntelPeer and will drive future growth,” Kremian said.

He called IntelPeer’s SuperRegistry™ capability – the addressing database and routing algorithms essential to the peering community -- a key differentiator, because the wide number of destinations it reaches makes the company a “one-stop shop” for realizing the many cost and Quality of Service benefits of VoIP and direct network-to-network interworking. It also sets the groundwork for support of IP Multimedia Subsystem (IMS) and other IP-based applications.

The IntelPeer SuperRegistry combines its open-standards carrier ENUM directory technology with a global carrier-grade IP peering and TDM interconnect routing infrastructure. Together, this enables customers to originate, terminate and share calls or sessions for mobile, fixed and broadband communications.

In addition, the SuperRegistry platform will allow service providers to create new sources of revenue by deploying innovative SIP-based services such as video, presence and location-awareness.

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 AMENDMENT OF "VOEX, INC.", CHANGING ITS NAME FROM "VOEX, INC." TO "INTELEPEER, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF SEPTEMBER, A.D. 2007, AT 3:56 O'CLOCK P.M.

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

4231218 8100

071018867



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6002166

DATE: 09-14-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:08 PM 09/14/2007
FILED 03:56 PM 09/14/2007
SRV 071018867 - 4231218 FILE

**CERTIFICATE OF AMENDMENT
OF THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
VOEX, INC.**

Voex, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. Article FIRST of the Corporation's Amended and Restated Certificate of Incorporation (the "Amended and Restated Certificate of Incorporation") is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the corporation is: *IntelePeer, Inc.*"

2. The foregoing amendment of the Amended and Restated Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

3. This amendment to the Corporation's Amended and Restated Certificate of Incorporation 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.

IN WITNESS WHEREOF, Voex, Inc. has caused this Certificate of Amendment to be signed by Andre Simone, Chief Financial Officer, this 14th day of September, 2007.

Voex, Inc.

By: /s/ Andre Simone
Andre Simone, Chief Financial Officer

Exhibit C-2 Good Standing Certificate

**United States of America
State of Ohio
Office of the Secretary of State**

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show INTELEPEER, INC., a Delaware corporation, having qualified to do business within the State of Ohio on September 08, 2009 under License No. 1881519 is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 23rd day of September, A.D. 2009*

A handwritten signature in black ink, appearing to read "Jennifer Brunner", written in a cursive style.

Ohio Secretary of State

Validation Number: V2009266SCFBE7

EXHIBIT D

DOCUMENTATION ATTESTING TO APPLICANT'S FINANCIAL VIABILITY

Exhibit D-1 Executive Summary of Financial Condition, Liquidity, and Capital Resources

IntelPeer is well-qualified financially to operate within the State of Ohio. As outlined in more detail in Exhibits D-2 and D-3, IntelPeer has demonstrated that it possesses the requisite financial, technical, and managerial resources and abilities to provide all forms of resold and facilities-based local exchange telecommunications service. In addition, the management team of IntelPeer has extensive experience in providing telecommunications services and has, by its successful operation in other states, demonstrated its ability to provide high-quality, reliable and reasonably-priced services.

Exhibit D-2 Financial Statements

IntelPeer was formed on October 31, 2008, and in support of its financial qualification, IntelPeer provides its current balance sheets and a statement of profit and loss. As shown in the attached information, IntelPeer is financially qualified to operate within the State of Ohio. Please note that the financial information is confidential and is being provided submit to a Motion for Protective Order.

Exhibit D-3 Documentation to support cash and funding sources.

Please see financial information contained in Exhibit D-2.

EXHIBIT E

DOCUMENTATION REGARDING MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Exhibit E-1 Technical and Managerial Expertise

IntelePeer possesses the managerial qualifications to provide its proposed local exchange and interexchange telecommunications services in Ohio. Descriptions of the telecommunications and managerial experience of IntelePeer's management are provided as follows:

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-2 Officers and Directors

The officers and directors of IntelPeer are as follows:

Officers:

Haydar Haba

Frank Fawzi

Andre Simone

Founder & Chief Visionary Officer

CEO & Chairman of the Board

Chief Financial Officer

All Officers may be contacted through the Applicant's offices at:

2855 Campus Drive, Suite 200

San Mateo, California 94403

(650) 525-9200 (Tel)

(650) 287-2628 (Fax)

Exhibit E-3 Corporate Structure and Ownership

IntelePeer, Inc. is a Delaware company formed on October 31, 2008. A copy of IntelePeer's Articles of Incorporation are attached hereto.

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 Voxx, 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)(1)(C) and (d)(1)(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)(1)(C) and (d)(1)(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)(1)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(1)(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)(1)(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: