
SECTION TWO – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Intellextrace Inc. is a competitive provider of interexchange telecommunication services provided only to businesses.

2.2 Obligations of the customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the company for damage to, or loss of, the Company's facilities or equipment caused by the acts of 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.

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

2.2.1.4 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 facilities and equipment. The customer may be required to install and maintain the Company's facilities and 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 the disposing of any hazardous material prior to any construction or installation work.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.

448 Ignacio Blvd. #222
Novato, CA 94949

SECTION TWO – RULES AND REGULATIONS (Cont'd)

- 2.2.1.5 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 facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.
448 Ignacio Blvd. #222
Novato, CA 94949

SECTION TWO – RULES AND REGULATIONS (Cont'd)

- 2.8.3 The Company provides the toll free number **1-800-618-5877** for customers to contact the Company.
- 2.9 Allowance for Interruptions in Service
- 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Company agrees to abide by the regulations associated with interruptions in service as specified by the Missouri Public Service Commission.
- 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 rate 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 certification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.11 Returned Check Charge
- The charge for a returned check is \$25.00.
- 2.12 Special Customer Arrangements
- This section has been deleted.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.
448 Ignacio Blvd. #222
Novato, CA 94949

SECTION FOUR – RATES AND CHARGES (Cont'd)

4.4 Negotiated Rates and Competitive Discounts

This section has been deleted.

4.5 Cancellation of Service Order

If the customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the customer's request to cancel the service order.

	<u>Non-Recurring Charge</u>	
	Minimum	Maximum
Order Cancellation Charge, Per Circuit Circuit or 25% of the monthly recurring rate for the cancelled circuit whichever is higher	\$1,500	\$5,000

4.6 Rate Regulations

4.6.1 Actual rates for services are provided in the Rate Schedule at the end of this Tariff.

4.6.2 Flexible Pricing

4.6.2.1 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Schedule with the Commission.
- B. Customer notification of rate change shall be in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.
448 Ignacio Blvd. #222
Novato, CA 94949

SECTION FOUR – RATES AND CHARGES (Cont'd)

- 4.6.3 A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- 4.6.4 A customer can request that the Company disconnect service that is provided under the Flexible Pricing plan due to a price increase. The customer will be credited for the difference between the new price and the old price retro-active to the effective date of the price increase if the customer notifies the company of its desire to disconnect service within ten (10) days of receiving notification of the price increase.
- 4.7 Service Calls
- When a customer reports trouble to the Company for clearance and no trouble is found in the facilities, the customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the customer premise until the work is completed.
- 4.8 Digital Transmission Services
- 4.8.2 Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service.
- 4.8.3 Local Distribution Channel (LDC): this rate element applies to each end-point of a digital channel.
- 4.8.4 Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.448 Ignacio Blvd. #222
Novato, CA 94949

SECTION FOUR – RATES AND CHARGES (Cont'd)

4.12 Minimum / Maximum Rates and Charges

4.12.1 Enhanced Design Layout Record (Circuit Layout Record)

	<u>Non-Recurring Charge</u>	
	Minimum	Maximum
Per circuit	\$25	\$100

4.12.2 Hourly Charges

Rates for a schematic map layout reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The company will give the customer a good faith estimate of the time needed to perform the requested service. The customer will be billed those charges, along with the tariffed rates, established by any connecting carrier for the service.

	<u>Non-Recurring Charge</u>	
	Minimum	Maximum
Per hour	\$32	\$94

4.13 Individual Case Basis Arrangements

Individual case basis arrangements are provided as set forth in section 5.0 of this tariff.

4.14 Service and Promotional Trials

4.14.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges to introduce present or potential customers to a service not previously subscribed to by the customer.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.448 Ignacio Blvd. #222
Novato, CA 94949

SECTION FOUR – RATES AND CHARGES (Cont'd)

4.14 Service and Promotional Trials (cont'd)

4.14.2 Regulations

- 4.14.2.1 Appropriate notification of a service or promotional Trial will be made to all eligible customers and to the Commission and such services can become effective on no less than seven days prior notice to the Commission.
- 4.14.2.2 During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- 4.14.2.3 During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the services in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period their service was in place. At the end of the trial, customers that do not contact the company to request that the service be disconnected will be billed for the service.
- 4.14.2.4 Customers can subscribe to any service listed as part of a Promotional Trial. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

Issued: May 22, 2009

Effective: July 7, 2009

Barton D. Zerbe, Vice-President
Intellextrace Inc.448 Ignacio Blvd. #222
Novato, CA 94949

SECTION FIVE – SPECIAL ARRANGEMENTS

5.0 Individual Case Basis Arrangements (“ICB”)

Private line services will be made available to customers in a non-discriminatory manner. Rates for Centrex and local exchange dedicated access, private line, non-switched, and special access services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company’s cost of providing the service and will be made available to the commission staff upon request on a proprietary basis. Rates may be negotiated and adjusted on Individual Case Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive. Terms of ICB/CSP provided to business customers will be provided on a proprietary basis to the commission staff, upon request.

5.1 Customized Pricing Arrangements (“CPAs”) Offerings

The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and contract filed with the Commission.

5.2 Private Line Services

A dedicated line that provides the ability to have a constant transmission path from Point A to Point B.