

COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to
INTRASTATE SWITCHED ACCESS SERVICE
of
IDT AMERICA, CORP.
U-5427-C

Applying to Intrastate Switched Access Communications Services Between Points in the State of California and Containing Rules and Regulations Governing Service.

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION
Title Sheet	Original		26	Original		51	Original
1	6 th Rev.	*	27	Original		52	Original
2	Original		28	Original		53	Original
3	Original		29	Original		54	Original
4	Original		30	Original		55	Original
5	Original		31	1 st Rev.		56	Original
6	Original		32	Original		57	Original
7	Original		33	Original		58	Original
8	5 th Rev.	*	34	Original		59	Original
9	1 st Rev.		35	Original		60	Original
10	Original		36	Original		61	Original
11	Original		37	Original		62	Original
12	Original		38	Original		63	Original
13	Original		39	Original			
14	Original		40	Original			
15	Original		41	Original			
16	Original		42	Original			
17	Original		43	Original			
18	Original		44	Original			
19	Original		45	Original			
20	Original		46	Original			
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22	Original		48	Original			
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24	Original		50	Original			
25	Original						

* - indicates those pages included with this filing

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COMPETITIVE LOCAL CARRIER

Preliminary Statement

This tariff contains the regulations and rates applicable to the furnishing of intrastate switched access service by IDT America, Corp., between locations within the State of California.

EXPLANATION OF SYMBOLS

(C) - To signify changed listing, rule, or condition which may affect rates or charges.

(D) - To signify discontinued material, including listing, rate, rule or condition.

(I) - To signify increase.

(L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

(N) - To signify new material including listing, rate, rule or condition.

(R) - To signify reduction

(T) - To signify a change in wording of text but not change in rate, rule or condition.

(Z) - To signify reissued material.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of Company advice letters and current tariff are maintained at the Company's business offices located at:

IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102-3111

The tariff is posted on the Company's website at: www.idt.net

The tariff is also available for public inspection at the California Public Utilities Commission.

The Company's toll free customer service number is: 1-800-889-9126

COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company will provide switched access services in all locations where it provides facilities-based or UNE-based local exchange services.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 1: Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

Carrier Common Line Rate:

Originating, per Minute
Terminating, per Minute

Note 1
Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Schedule 3, Local Switching. The Company=s composite rate is not discountable based on the customer=s use of only some of the identified switched access components

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 2: Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

1.	Entrance Facility ¹		<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	DS1			
	Zone 1	ICB		ICB
	Zone 2	ICB		ICB
	Zone 3	ICB		ICB
	DS3	ICB		ICB
2.	Direct-Trunked Transport		<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	A. Direct Transport			
	Per DS1	ICB		ICB
	Per DS1, per Mile	ICB		ICB
	B. Dedicated Trunk Port			
	Per DS1 Port	ICB		ICB
3.	Tandem-Switched Transport			
	A. Installation		<u>Nonrecurring</u>	
	First Trunk	ICB		
	Additional Trunks	ICB		
	B. Tandem Switched Transport, per Minute			Note 1
	C. Tandem Switched Transport, per Minute, per Mile			Note 1
	D. Tandem Switching, per Minute			Note 1
	E. Transport Interconnection Charge, per Minute			Note 1

1 All access minutes are billed at a single per minute access rate found in Schedule 3, Local Switching. The Company's composite rate is not discountable based on the customer's use of only some of the identified switched access components.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 3: End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signalling function between the end office and the STP.

1.	Local Switching		
		<u>Originating</u>	<u>Terminating</u>
	Tandem-Connect, per Minute	\$0.018719	Note 1 (R)
	Direct-Connect, per Minute	\$0.017590	Note 1 (R)
	Tandem Connect, per minute (Fac-based)	\$0.018719	Note 1 (R)
2.	Information Surcharge, per Minute	\$0.00000	

Note 1: See the Company's Access Services Tariff FCC No. 4 at the following link
<http://fjallfoss.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/mainmenu.hts>.

(N)
(N)

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 4: 800 Data Base Access Service

This service provides access on a per query basis to the 800 Data Base for the purpose of routing end user dialed 800 number calls to the Customer.

Per Query	\$0.007370	(R)
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COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 5: Switched Access Optional Features

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 6: Dedicated Access Services

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Rates for all Dedicated Access Services are presently provided on an Individual Case Basis (ICB).

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 7: Supplementary Charges

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 8: Presubscription Change Charges

Presubscription is a procedure by which an end user may designate a specific carrier to complete interLATA and/or intraLATA calls without dialing a carrier identification code. The end user=s designated interLATA carrier is called its Primary Interexchange Carrier (PIC). Rates for PIC changes¹ are under federal jurisdiction. The end user=s designated intraLATA carrier is called its Local Primary Interexchange Carrier (LPIC). LPIC changes are under state jurisdiction.

	<u>Nonrecurring Charge Per Line or Trunk</u>
1. LPIC Change Charge	\$5.00

¹ Charge for PIC change applies as described in Company=s FCC access tariff (or equivalent)

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 9: Expedited Order Charge

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 10: Local And EAS Traffic Exchange And Termination

This section establishes the methodology for the exchange and termination of local and EAS traffic for carriers that do not have an interconnection agreement with the Company.

Local and EAS traffic exchange will be conducted under a Bill and Keep arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd.)

Special Conditions Applicable to All Rate Schedules

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

1. Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

2. Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

3. Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

COMPETITIVE LOCAL CARRIER

2.0 RULES

No. 1 Definitions

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission - The California Public Utilities Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Company: IDT America, Corp.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer=s End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff or rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this rate sheet to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer=s point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff or rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 2 Description of Service

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described herein.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- Direct Connect Access: The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 2 Description of Service, (Cont'd.)

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

There are Five rate categories which apply to Switched Access Service:

- Common Line - The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.
- Switched Transport - The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.
- End Office Switching - The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.
- Toll-Free 8XX Data Base Access Service - The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider=s) Toll-Free 8XX data base.
- Optional Features - Various optional features are available on an individual case basis (ICB).

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 3 Application for Service

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

In the absence of an ASR as described herein, delivery of calls to, or acceptance of calls from, the Customer=s End User location(s) via Company-provided switched access services (either through Tandem Connect access via ILEC tandems or Direct Connect access) shall constitute a Constructive Order and an agreement by the Customer to purchase the Company=s switched access services as described and priced herein.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- S Customer name and Premises address(es);
- S Billing name and address (when different from Customer name and address);
and
- S Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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

- S Standard Interval
- S Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 3 Application for Service, (Cont'd.)

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 4 Contracts

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. Customer and Company can enter into a contract for Switched Access service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of their effective date.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 5 Special Information Required On Forms

No special notations are required to appear on agreements, contracts, bills, or deposit receipts.

No. 6 Establishment and Re-establishment of Credit

The Company may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet The Company 's financial criteria. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 7 Deposits

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
2. A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the service to the Customer.
4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at a rate specified by the California Public Utilities Commission or at the rate of 3% per annum if the CPUC has not specified a rate.
5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 7 Deposits, (Cont'd.)

6. A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

No. 8 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, when deposited with the U.S. Postal Service.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

1. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 10 Disputed Bill Procedure

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

1. If there is disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision.
 - a. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
 - b. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth preceding.
 - c. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
 - d. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
 - e. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth preceding.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Cancellation by the Customer:

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company=s network.. By originating traffic from or terminating traffic to the Company=s network, the Customer will have constructively ordered the Company=s switched access service.

Cancellation by the Company:

1. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
2. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service, (Cont=d.)

Cancellation by the Company (Cont'd.):

3. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
4. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

Restoration of service:

1. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
2. Restoration of disrupted services shall be in accordance with applicable California Public Utilities Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 12 Information to be Provided the Public

Pertinent information regarding the Company 's service is available upon request and open to public inspection by inquiring in person or writing to:

IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102-3111

No. 13 Temporary Service

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 14 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. of a type other than that which the Company would normally utilize in the furnishing of its services; or
3. over a route other than that which the Company would normally utilize in the furnishing of its services; or
4. in a quantity greater than that which the Company would normally construct; or
5. on an expedited basis; or
6. on a temporary basis until permanent facilities are available; or
7. involving abnormal costs; or
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

1. Nonrecurring Charges;
2. Recurring Monthly Rates; and/or
3. Termination Liabilities.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 14 Special Construction, (Cont'd.)

Special Construction costs may include one or more of the following items to the extent that they are applicable:

1. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - A. equipment and materials provided or used;
 - B. engineering, labor and supervision;
 - C. transportation;
 - D. rights of way; and shipping and delivery.
2. cost of maintenance;
3. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. license preparation, processing and related fees;
6. tariff preparation, processing and related fees;
7. any other identifiable costs related to the facilities provided; or
8. an amount for return and contingencies.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 15 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

1. Moves Within the Same Building

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

2. Moves to a Different Building

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 16 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 17 Service Connections and Facilities on Customers' Premises

1. Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
2. Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
3. The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 18 Measurement of Service B Mileage

Mileage, where applicable, will be measured in accordance with standard industry practices.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 19 Measurement of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS

3.1 Liability

The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS, (Cont'd.)

3.1 Liability, (Cont=d.)

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.2 Limitations of Service

1. Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, not available at reasonable cost, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.3 Use of Service

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.3 Use of Service, (Cont'd.)

4. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer

1. Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2. Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

3. Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

4. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Sections 3.4.9-14 following.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels

5. On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

6. Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS (completed call seconds), peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

7. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

8. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports:

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- 1) Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- 2) Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

- 3) Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

10. Jurisdictional Audits:

- 1) The customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- 2) Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- 3) In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

- 4) Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- 5) Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

[Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

10. When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:
 - A. If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
 - B. If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
 - C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.