

**SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO  
SWITCHED ACCESS SERVICES  
FURNISHED BY  
PAC-WEST TELECOMM, INC.**

This tariff applies to the switched access telecommunications services furnished by Pac-West Telecomm Inc. between one or more points in the State of South Dakota. This tariff is posted on the Pac-West Telecomm Inc. website [www.pacwest.com](http://www.pacwest.com) and copies may be inspected during normal business hours, at Pac-West's principal place of business, 4210 Coronado Avenue Stockton, CA 95204.

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**File Date: December 15, 2010  
Effective Date: January 15, 2011**

Issued By:  
Pac-West Telecomm, Inc.  
4210 Coronado Avenue  
Stockton, California 95204

SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**CHECK SHEET**

The title page and pages 1 through 13 inclusive of this tariff are effective as of the dates shown. Original and Revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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**EXPLANATION OF SYMBOLS**

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify a rate increase.
M	To signify matter relocated without change.
N	To signify a new rate or regulation.
R	To signify a rate reduction.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.
Y	To signify reference to other published tariffs.
Z	To signify a correction.

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provisioning of Carrier Access Services, as defined herein, by Pac-West Telecomm, Inc. (hereafter referred to as "Pac-West" or the "Company"). Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

Rates and regulations concerning interstate, domestic, interexchange services and international services provided to End Users are available on the Internet at <http://www.pacwest.com/> and are also available for public inspection at Pac-West Telecomm's Corporate Offices at 4210 Coronado Avenue, Stockton, CA 95204.

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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**1.0 DEFINITIONS**

The following terms when used in this tariff shall have the meaning specified below:

Commission - The term "Commission" refers to the South Dakota Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - The term "Company" means Pac-West Telecomm, Inc.

Customer - The term "Customer" denotes any person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity using the Company's Service, whether previously authorized to do so by the Company or not, and irrespective of whether such entity is aware that the Company is the provider of such Service. Customers are responsible for payment of charges as specified in this tariff, and for compliance with this tariff.

End User - End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services 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.

FCC - The term "FCC" refers to the Federal Communications Commission.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to End Users within a defined exchange.

Other Common Carrier - The term "Other Common Carrier" denotes a Common Carrier, other than the Company, providing domestic communications service to the public, including, without limitation, Local Exchange Carriers.

Points of Presence - The term "Points of Presence" denotes the sites where the Company provides a network interface with facilities provided by Other Common Carrier, Local Exchange Carriers or Customers for access to the Company's network.

Service - Telecommunications service provided to a Customer by the Company pursuant to this tariff.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**2.0 GENERAL REGULATIONS**

## 2.1 Service Description

Carrier Access Services are provided to Other Common Carriers for the completion of calls originating on, terminating on, or transiting the Company's network or any portion thereof, as specified herein.

## 2.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its Services or facilities with services or facilities of any Other Common Carrier or alternate provider at its election, and to utilize such services or facilities concurrently with its own facilities or services.

## 2.3 Availability of Services

2.3.1 Service is furnished subject to the availability of service components required. The Company will:

- (a) determine which of those components shall be used
- (b) make modifications to those components at its option.

2.3.2 Service is available twenty-four hours per day, seven days per week.

## 2.4 Use of Services

2.4.1 The Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the South Dakota Public Utility Commission. Customers are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

2.4.2 The use of Pac-West Services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.4.3 The use of Pac-West services without payment for Service or attempting to avoid payment for service by fraudulent means or devices or schemes is prohibited.

2.4.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the South Dakota Public Utility Commission.

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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**2.0 GENERAL REGULATIONS (Continued)**

## 2.5 Undertaking of the Company

The Company undertakes to provide Carrier Access Service in Accordance with the terms and conditions set forth in this tariff.

## 2.6 Liability of the Company

2.6.1 Except as stated in this Section 2.6, Pac-West shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

2.6.2 The liability of Pac-West, and its officers, directors, agents, and employees, if any, to Customers, End Users, or any other third persons for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff, including but not limited to damages arising out of mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service or arising out of any failure to furnish Service, whether due to the negligence or gross negligence, breach of contract or warranty, or other act or failure to act by the Company, or its agents or employees, other than acts for which limitations of liability are prohibited by law, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company

2.6.3 Neither the Company, nor any of its officers, directors, agents, or employees, is liable to Customer, End Users, or any other third persons for any act, omission or negligence of any Other Common Carrier or other provider whose facilities or services are used concurrently in furnishing any portion of the Services, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Other Common Carrier. Should the Company employ the facilities or service of any Other Common Carrier in furnishing Services, the Company's, and its officers', directors', agents', and employees' liability shall be limited according to the provisions of Section 2.6.2 above.

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**File Date: August 16, 2010**  
**Effective Date: September 15, 2010**

Issued By:  
Pac-West Telecomm, Inc.  
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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**2.0 GENERAL REGULATIONS (Continued)**

## 2.6 Liability of the Company (Continued)

- 2.6.5 The Company shall not be liable to Customer, End Users, or any other third persons for any act or omission of any other entity furnishing to the Customer facilities or equipment used with Service furnished hereunder; nor shall the Company be liable to Customer, End Users, or any other third person for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 2.6.6 Pac-West shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services or facilities, or due to any other claims, including, without limitation, claims by End Users and other third persons, resulting from any act or omission of the Customer relating to the use of the Company's facilities or Services.
- 2.6.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable to Customer, End Users, or other third persons for indirect, incidental, special or consequential damages.

## 2.7 Responsibility of the Customer

- 2.7.1 The Customer is responsible for payment of services; for placing any necessary orders; and for complying with tariff regulations. The Customer is also responsible for any fraud or misuse of the Company's Services by the Customer's own subscribers or other persons using the Services furnished to Customer.
- 2.7.2 If required for the provision of Pac-West's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to Pac-West.
- 2.7.3 The Customer shall ensure that its switching equipment and/or system is properly interfaced with Pac-West's facilities or Services, that the signals emitted into Pac-West's facilities are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in part 68 of the rules of the FCC, and that the signals do not damage equipment, injure personnel, or degrade Service to other users of the Company's services or facilities.

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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**2.0 GENERAL REGULATIONS (Continued)**

- 2.7 Responsibility of the Customer (Continued)
- 2.7.4 If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Pac-West's equipment, personnel, or the quality of Service to other users of the Company's services or facilities, Pac-West may, upon written notice, require the use of protective equipment at the Customer's expense. If this measure fails to produce satisfactory quality and safety, Pac-West may, upon written notification, terminate the Customer's Service.
- 2.7.5 The Customer must pay Pac-West for replacement or repair of damage to the equipment or facilities of Pac-West caused by negligence or willful act of the Customer, or others acting under the control, request, direction, or authorization of Customer, or by installation or use of equipment provided by the Customer, or others acting under the control, request, direction, or authorization of Customer.
- 2.8 Cancellation or Interruption of Service
- 2.8.1 Without incurring liability, Pac-West may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions:
- (a) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of Pac-West's Services;
  - (b) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Pac-West from furnishing its Services;
- 2.8.2 Without incurring liability, Pac-West may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Pac-West's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.8.3 Service may be discontinued by Pac-West, without notice to the Customer, by blocking traffic to certain areas when Pac-West deems it necessary to take action to prevent unlawful use of its Service. Pac-West may restore service as soon as it can be provided without undue risk.
- 2.8.4 If, for any reason, Service is interrupted, the Customer will only be charged for the Service that was actually used.

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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**2.0 GENERAL REGULATIONS (Continued)**

## 2.9 Billing and Collection of Charges

The charges for services are due and payable as specified on the bill and are billed and collected by the Company or its authorized agent.

## 2.10 Payment for Service

The Customer is responsible for payment of all services which Customer subscribes to or uses. The Customer is also responsible for any fraud or misuse of the Company's services the Customer subscribes to or uses. Bills are due and payable when issued as shown on the bill. Bills not paid within 30 days of issuance will be subject to a service charge assessed at the rate of 1.5% per month on all unpaid amounts until paid, provided that the minimum service charge in all cases shall be 1.5%.

2.10.1 The Customer shall remit payment of all charges in United States Currency. Payment may be made by mail by check, money order, or cashier's check. A charge of \$25.00 will apply on all returned checks.

2.10.2 If the bill is not paid within twenty-five (25) calendar days following the issuance date of the bill, the account will be considered delinquent.

2.10.3 Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

2.10.4 In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees.

2.10.5 In the event a carrier that has been billed charges pursuant to Section 3 of this tariff disputes all or any portion of such charges, it must provide notice to Pac-West of such dispute within 90 days of the billing date shown on the bill ("Bill Date"). If a carrier does not give Pac-West the required notice of dispute within 90 days of the Bill Date, the bill will be deemed correct and binding on the carrier. If a carrier does not pay or dispute all or any portion of a bill within 90 days of the Bill Date, Pac-West will thereafter send to the carrier a demand for payment of the bill or the undisputed portion of the bill. If the carrier does not respond to the demand for payment within ten business days of the date of the demand, the carrier will be deemed to have provided a written refusal to pay the demand. When submitting a dispute, the carrier must use Pac-West's preferred claims dispute form or another mutually agreed-to format and shall submit the claims dispute form to the appropriate Pac-West billing contact listed on the bill.

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## SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**2.0 GENERAL REGULATIONS (Continued)**

- 2.10.6 For each dispute, the carrier shall furnish Pac-West with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) CBA, ESBA, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that the carrier disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), the carrier may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, Pac-West may request additional information from the carrier that may reasonably be necessary to resolve the dispute but shall not deny the carrier's claim until the carrier has had the opportunity to provide the requested information. The carrier shall provide such additional information within thirty (30) days of receipt of Pac-West' request, unless the Parties agree to a different period. Pac-West shall attempt to resolve Disputed Amounts thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the carrier furnishes all requisite information and evidence required under this Section by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request of the carrier, Pac-west will notify the carrier of the status of the dispute and the expected resolution date.

**3.0 CARRIER ACCESS SERVICES**

## 3.1 Applicability

Carrier Access Services are applicable to the origination or termination of interstate and international calls from or to the Company's End User subscribers over local exchange circuits furnished by the Company and to interstate calls completed by the Company. Use of the Company's service constitutes agreement to be bound by the provisions of this tariff and to pay all charges assessed hereunder.

## 3.2 Switched Access Service

- 3.2.1 Switched Access Service provides for all or any part of the transmission and switching of calls originating or terminating from the End User designated premises to the switch(es) and beyond to where the End User traffic is transported by Pac-West when the End User is served by Pac-West. This rate applies regardless of the technology that the carrier employs to deliver the traffic.

Switched Access Service Rate = .022 per minute

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SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**3.0 CARRIER ACCESS SERVICES (Continued)**

3.2.2 Local Transport Service provides for all or any part of the transmission and switching of calls originating or terminating from the End User designated premises to the switch(es) and beyond to where the End User traffic is transported by Pac-West when the End User is served by a Carrier other than Pac-West. This rate applies regardless of the technology that the carrier employs to deliver the traffic.

Local Transport Service rate = .014 per minute

3.2.3 For all originating toll free calls where Pac-West performs the toll free database query, a per query charge will apply in addition to the originating Switched Access or originating Local Transport Service per minute charge.

Toll Free Query rate = .003312 per query

3.2.4 Pac-West will bill according to OBF and ATIS industry standard guidelines. Where call records are deemed insufficient or inadequate to determine jurisdiction, Pac-West will utilize the jip to determine jurisdiction.

3.3 Local and Transit Termination

3.3.1 Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local and transit traffic will be negotiated on a case by case basis.

3.3.2 The Company will complete local and transit calls, for incumbent local exchange carriers and competitive local carriers with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis. In cases where no agreement is in place for completion of such calls, the rates provided in the Tariff, following, shall be charged to the originating carrier for calls terminated by the Company or for which the Company provides transit (tandem switching) functions.

3.3.3 Local Call Termination Rate =

Set Up (per call attempt)	\$ .005
MOU (Minute of Use)	\$ .005

3.3.4 Transit Traffic Termination Rate =

Set Up (per call attempt)	\$ .0007
MOU (Minute of Use)	\$ .0050

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