

GENERAL SERVICES AGREEMENT  
APPLICABLE TO  
DOMESTIC INTERSTATE SWITCHED  
COMMUNICATIONS SERVICES  
PREVIOUSLY FURNISHED BY CABLE & WIRELESS, USA  
AND NOW FURNISHED BY PRIMUS TELECOMMUNICATIONS, INC.  
IN THE CONTIGUOUS UNITED STATES, HAWAII, ALASKA PUERTO RICO, AND THE U.S. VIRGIN ISLANDS  
AS DEFINED HEREIN (the "INTERSTATE GSA")

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1. APPLICATION OF SCHEDULE

This General Services Agreement contains the regulations and charges that apply to the interstate switched telecommunications services previously provided to Customers by Cable & Wireless USA, Inc. ("C&W") within the domestic United States, and are thereafter provided by Primus Telecommunications, Inc. ("Primus" or "Carrier") located at 1700 Old Meadow Road, 3<sup>rd</sup> Floor, McLean, VA 22102. All services referenced herein are grandfathered, and are not available to new Primus subscribers. To the extent that any non-rate related terms and conditions set forth herein are (i) in direct conflict with those set forth in Primus' General Service Agreement ("GSA") found at <http://www.primustel.com/docs/ratesandgsa.html>, and (ii) are less favorable to the Customer, the terms and conditions of Primus' GSA found at <http://www.primustel.com/docs/ratesandgsa.html>, shall apply.

2. GENERAL RULES AND REGULATIONS

1. Definitions

Account

Customer who has agreed, verbally or by signature, to honor the terms of Service. An account may have up to five authorizations codes billed to one address within the same originating city.

ANI

ANI (Automatic Number Identification) refers to the delivery of the calling party's billing number by a local exchange carrier to any interconnecting carrier for billing or routing purposes and to the subsequent delivery of such number to end users.

Authorization Code

A numerical code which is assigned to a Customer to enable the Carrier to identify use of the Service on the Customer's account and to bill the Customer accordingly for such Service.

Authorized User

An end user authorized by the Customer to use Service.

Call Initiator

A Customer who prearranges a conference call.

Called Station

The Station from which a call is originated.

Card Holder

Customer or another user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a Pre-Paid calling card and has the capability of completing a call by charging it to the Customer Account or the Pre-Paid Calling Card.

Carrier or Company

Primus Telecommunications, Inc. ("Carrier"), unless specifically stated otherwise.

Charge Number

Refers to the delivery of the calling party's billing number in a Signaling System 7 environment by a local exchange carrier to any interconnecting carrier for billing or routing purposes, and to the subsequent delivery of such number to end users.

Collect Call

A billing arrangement that bills the charge for a call to the called station.

Conferee

An end user participating in a conference call.

2. GENERAL RULES AND REGULATIONS (Cont.)

1. Definitions (Cont.)

CPN

CPN (Calling Party Number) refers to the subscriber line number contained in the CPN parameters of the call set-up message associated with the interstate call.

Customer or Subscriber

The company, firm, corporation, or other entity, which orders or uses Service and is responsible for the payment of charges and compliance with Schedule regulations.

Carrier Metropolitan Area Terminal City Location (Terminal Location)

Locations where Carrier maintains a terminal facility for purposes of providing the services described herein.

Carrier Recognized Holidays

New Years Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed) and Christmas Day (observed). For operator services the Holidays are Christmas Day and New Year's Day only.

Direct Dial

A service in which the calling party dials the interstate number and completes the call without the assistance of an operator.

Main Account

For all multi-location Customers, the Customer account having the responsibility for payment of charges and for ordering or discontinuing of Service for all associate accounts.

2. GENERAL RULES AND REGULATIONS (Cont.)

1. Definitions (Cont.)

Premises

The space designated by Customer as its place(s) of business for termination of Carrier Service.

Privacy Indicator

Privacy indicator refers to information contained in the CPN parameter of the call set-up message associated with an interstate call on an **SS7** network, that indicates whether the calling party authorizes presentation of the CPN to the calling party.

Responsible Organization (RespOrg)

RespOrg is an organization responsible for reservation, assignment, activation or changes of C Toll Free toll free numbers, upon Customers request, for a Customer in accordance with customary industry standards and practices, the terms of this General Services Agreement and effective procedures of the Carrier's C Toll Free numbers management.

Service

Interstate switched telecommunications Service provided by Carrier throughout the United States as described in this General Services Agreement.

Signaling System 7 ("SS7")

SS7 refers to a carrier-to-carrier, out-of-band signaling network used for call routing, billing and management

Terminal Equipment

Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets.

2. GENERAL RULES AND REGULATIONS (Cont.)

2. Scope

- .01 This General Services Agreement governs the furnishing of domestic interstate switched communications services between locations in the contiguous United States, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands.
- .02 The Company undertakes to install, operate and maintain interstate switched voice communications services in accordance with the terms and conditions set forth in this General Services Agreement.

3. Limitations of Service

- .01 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- .02 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this General Services Agreement. Carrier reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- .03 Carrier reserves the right to discontinue furnishing Service, in accordance with the terms of this General Services Agreement and when necessitated by conditions beyond Carrier's control. Conditions beyond Carrier's control include, without limitation, a Customer having call volume or a calling pattern that results, or may result, in the blockage of Carrier's network or in the degradation of Service.
- .04 Service and facilities furnished by Carrier under this General Services Agreement shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of Carrier's rules of general application.
- .05 Service may be used for transmission of communications by the Customer and by the Customer's designated user.
- .06 Customer may not assign or transfer, at any time prior to or after the commencement of the Service, the Customer's Service or any rights or obligations there under without the prior written consent of Carrier which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this General Services Agreement shall apply to all such assignees or transferees, as well as all conditions for Service. Any unauthorized assignment shall be null and void except as ratified by Carrier.
- .07 This General Services Agreement shall not be construed such that Carrier and the Customer could be considered as principal and agent, partners, or employer and employee.

2. GENERAL RULES AND REGULATIONS (Cont.)3. Limitations of Service

- .08 Elements of the Service and provision thereof, as set forth in this General Services Agreement, and any other matters in connection therewith whose jurisdiction is not governed by the Communications Act of 1934, as amended, or other applicable federal or state law shall be governed by the laws of the Commonwealth of Virginia.
- .09 Without notice to the Customer, Carrier may block traffic to or from certain cities, NXX exchanges, individual telephone stations, or calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its Service or when the Customer's call volume or calling pattern results, or may result, in the blockage of Carrier's network or in the degradation of Service.
- 10 Carrier reserves the right to terminate the Customer's service to any Customer location without notice if the Customer has not incurred any usage charges for that location, as follows: during any three (3) consecutive month Carrier monthly billing periods for Business Customers; during any nine (9) consecutive Carrier monthly billing periods for Residential Customers.

4. Payment and Billing

- .01 Carrier shall provide invoices covering Carrier's monthly billing periods, which shall be due and payable upon receipt. A late payment fee shall be applied on balances that remain unpaid one month following the invoice date in the amount of the lesser of (i) one and one-half percent (1 ½ %) per month of the amount of the late payment starting from the invoice date; or (ii) the maximum amount allowed under applicable law.
- .011 Minimum Service period is thirty (30) days. Except where indicated, the charge for Service from commencement of Service to the start of the first full monthly billing period, or from the end of the last full monthly billing period to termination of Service, shall be the monthly recurring charges multiplied by the number of days in each such partial billing period to thirty (30) days. Unless otherwise referenced in this General Services Agreement, any fraction of a cent for Carrier service will be rounded up to the next whole cent.
- .02 The Customer is responsible for payment of all charges furnished to the Customer. The security of the Customer's authorization codes is the responsibility of the Customer. All calls placed using that authorization code will be billed.
- .03 Customer will be billed for and will be responsible for any applicable local, state, Federal excise use, or other similar taxes and charges that may be levied by regulatory or governmental authorities pursuant to services provided under this General Services Agreement.

2. GENERAL RULES AND REGULATIONS (Cont.)4. Payment and Billing (Cont.)

.031 Universal Service Charge (USC) - Effective with this General Services Agreement, the services provided herein and in Carrier's International GSA's are subject to a monthly USC, equal to 9.5% of Customer's total net interstate and international usage charges and fees. The USC will be applied to interstate and international charges for services purchased by the Customer for its own use as an end user.

Any discounts and/or credits due the Customer will be applied prior to the assessment of the monthly USC. However, no discounts or credits apply to the USC. The USC does not apply in meeting minimum usage requirements.

The USC will not be waived for any charges for which the bill date is on, prior to, or within fifteen (15) days after the date of a Customer application for a waiver. Carrier may waive the USC for certain Carrier charges, providing the Customer has met the following conditions:

- a) Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks a waiver (i.e., to qualify, the Customer must have filed a Universal Service Worksheet with the Universal Service Administrator covering February 2000 to be considered for a waiver in February 2001;
- b) the usage charges for which the Customer seeks a waiver apply to services purchased by the Customer for resale;
- c) the Customer must file a Universal Service Worksheet with the Universal Service Administrator setting forth all billed revenues that pertain to Customer's resale of purchased Carrier services.
- d) State Universal Service Charge (USC) — The USC percentage applicable to intrastate usage is as follows:
 

Colorado	2.8%
Oregon	5.21%

.03.2 Presubscribed Interexchange Carrier Charge (PICC)\* - Carrier services provided herein and in Carrier's International GSA are subject to a monthly per line PICC, as follows: primary Business Line \$4.30; Centrex \$0.48. This charge applies to Customers who are presubscribed to Carrier switched services. The PICC will be applied to interstate and international charges for services purchased by the Customer for its own use as an end user. Any discounts and/or credits due the Customer will be applied prior to the assessment of the monthly PICC. However, no discounts or credits apply to the PICC. The PICC does not apply in meeting minimum usage requirements.

\*Residential Customers and Business Customers with a single line pic'd to Carrier are excluded from PICC charges.

2. GENERAL RULES AND REGULATIONS (Cont.)04. Payment and Billing (Cont.).04 Deposits

- .041 Carrier reserves the right to examine credit record of all applicants for Service and Customers and require a security deposit when determined by Carrier to be necessary to assume future payment.
- .042 Customer whose Service has been discontinued for non-payment and desires to have Carrier reestablish Service may be required to pay a security deposit. In addition, such Customer may be required to pay any unpaid balance due to Carrier before Service is restored.
- .043 If Customer's Service requirements have increased since the Customer's account was canceled, Carrier may require a security deposit based on such increased requirements. If the Customer fails to submit the required deposit within five (5) business days, Carrier may, at its discretion, discontinue Service pursuant to Section 2-6.08 of this General Services Agreement, Discontinuance of Service by Carrier.
- .044 The amount of the security deposit shall be calculated by multiplying the number of the Customer's estimated minutes of usage times \$35 times 3 months. The Customer shall be appraised that after 180 days of Service the account will again be reviewed, and in the event all amounts due have been paid within the terms of the Service authorization, the deposit will be refunded in full. Simple interest at the applicable rate set forth by regulation of the state in which Carrier invoices the Customer, or if no rate is set by regulation at Carrier's then-prevailing rate for deposits, will be paid on all sums retained on deposit.
- .05 The Carrier shall recognize such name(s) and Customer(s) that appear on the most recent Service authorization form and/or Credit Card Payment authorization form as the sole person(s) authorized to accept, utilize, manage, modify or terminate Service provided by Carrier. Such name(s) shall be deemed to identify the person(s) or entity(es) liable and accountable for all charges incurred for Service(s) described in the application and/or Credit Card Payment authorization form.

2. GENERAL RULES AND REGULATIONS (Cont.)

4. Payment and Billing (Cont.)

- .051 For offerings where Carrier provides Service to multiple Customer locations, the Customer will be designated the Main Account and as such, must accept financial responsibility for all associate accounts included under the Service arrangement. In the event that an associate account fails to pay Carrier, the Main Account shall be liable for all charges incurred as a result of the associate accounts use of Carrier Service. The Main Account must specifically identify all associate accounts in the application for Service, and further orders which involve the commencement or discontinuation of Service will be accepted by Carrier only from the Main Account and will be subject to all regulations in this General Services Agreement.
  
- .06 The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service. A separate authorization form for optional credit card billing is required.
  
- .07 In the case of a billing dispute between the Customer and the Carrier for Service furnished to the Customer which cannot be settled to mutual satisfaction, the Customer can take the following action:
  - 071 The Customer may request, and the Carrier will comply with the request, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be disconnected.
  
  - .072 Customer must bring billing inquiries and disputes to the Carriers attention within 45 days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill, and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date.

2. GENERAL RULES AND REGULATIONS (Cont.)4. Payment and Billing (Cont.)

- .08 Customers will be liable to Carrier for any and all costs and/or expenses incurred directly or indirectly, including attorneys fees, in the collection or attempted collection of any delinquent charges, fees, tolls or other billed items.
- .09 If payment for Service is made by a check, draft, or similar instrument (collectively: "Check") that is returned unpaid by a bank or another financial institution to Carrier for any reason, Carrier, in addition to any other remedies available, will bill the Customer a twenty-five dollars (\$25.00) charge and will re-deposit the Check. If, after the Check is re-deposited, it is returned by the bank or the financial institution for the second time, another twenty-five dollars (\$25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned check with a payment in cash or equivalent to cash, such as cashiers check, certified check, or money order. If Customer credit card billing is rejected two consecutive times due to insufficient funds, the customer will be returned to standard paper billing.
- .10 Customer of Carrier's Inbound Service is responsible for payment for all calls placed to or via the Customer's C Toll Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's Service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's C Toll Free Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's C Toll Free number(s) by mistake.
- .11 Bill To Term
- If the total charges incurred by the Customer for all usage in the term plan as being contributory toward meeting with the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to the term minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

5. Discontinuance of Service by Customer.01 Cancellation of Service Prior to Service Start Date

If Customer cancels an application for Service prior to the Service Start Date Customer shall be liable for any costs incurred by Carrier in provisioning the Service as well as Carrier's administrative fee.

.02 Termination of Service without Term Commitment

For a Service not subject to term commitment, the Customer may, by providing thirty (30) days advance written notice to Carrier, terminate such Service without incurring liability. Upon such termination, Customer shall immediately cease using the Service and pay Carrier for all charges incurred by Customer through the date such Service is discontinued.

2. GENERAL RULES AND REGULATIONS (Cont.)5. Discontinuance of Service by Customer (Cont.).03 Termination of Service with Term Commitment

For a Service, subject to term commitment, Customer may, by providing thirty (30) days' advance written notice to Carrier, terminate such Service prior to the expiration of its specified term. Upon such termination, the following shall apply:

- A. Customer shall immediately cease using that Service; and
- B. Customer shall pay Carrier for all charges incurred for that Service through the date that Service is discontinued; and
- C. Customer shall pay Carrier any promotion credits provided to Customer by Carrier for the terminated Service; and
- D. Customer shall pay Carrier a discontinuance charge (as a discontinuance fee and not as a penalty) equal to the sum of the following:
  - (1) Customer shall pay Carrier the minimum commitment amounts remaining in the term. For example if the Customer committed to \$400.00 per month in charges, and the Service is discontinued three months prior to the expiration of the specified term, the amount due to Carrier is equal to 3 (three months) x \$400.00 (minimum monthly commitment), or \$1,200.00.
  - (2) Amounts Carrier is obligated to pay the Access Carrier, if any, for terminating their facilities, and Customer will be billed and shall pay all of the discounts that were afforded Customer between the time service was provisioned and the time service was discontinued.
- E. If the service being terminated is CG, the Discontinuance Charge shall be amounts Carrier is obligated to pay the Access Carrier, if any, for terminating their facilities, and Customer will be billed and shall pay all of the discounts that were afforded Customer between the time Service was provisioned and the time Service was discontinued.

.04 Renewal Period

Upon expiration of the Initial Term Plan Period, the Term Plan shall automatically renew for a period equal to the duration of the initial Term Plan Period unless (a) Carrier notifies the Customer otherwise in writing at least sixty (60) days prior to the expiration date of the Initial Term or the renewal term then in effect, as applicable; or (b) the Customer notifies Carrier otherwise in writing at least thirty (30) days prior to the expiration of the Initial Term or the renewal term then in effect, as applicable.

2. GENERAL RULES AND REGULATIONS (Cont.)5. Discontinuance of Service by Customer.05 Replacement Service

If within sixty (60) days of the date the Customer issues its termination notice to Carrier for a particular Service, the Customer orders replacement Service that meets all of the criteria set forth below, Carrier shall waive the portion of the discontinuance charge set forth in Section 2.5-D(1), above for the Service which was terminated by Customer.

- A. When the replacement Service is ordered by the Customer, such replacement Service is specifically identified as being a replacement for the terminated Service; and
- B. The monthly minimum revenue commitment for the replacement Service is equal to at least ninety percent (90%) of the monthly charges for the minimum monthly commitment for the terminated Service for which it is a replacement; and
- C. The expiration date of the term commitment for the replacement Service is no earlier than the expiration date of the terminated Service commitment; and
- D. The requested Service Start Date for the replacement Service is no later than Carrier's then-current applicable standard Service delivery interval.

6. Discontinuance of Service by Carrier

In addition to any other remedies available to Carrier, Carrier may, upon notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- .01 For nonpayment of any sum due to Carrier; or
- .02 In the event of a violation of any of the provisions governing the furnishing of this Service under Schedule, or of any Carrier rule of general application with respect to the use and operation Service; or
- .03 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or

2. GENERAL RULES AND REGULATIONS (Cont.)

6. Discontinuance of Service by Carrier (Cont.)

- .04 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such Service; or
- .05 In the event when payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Carrier for any reason; or
- .06 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of Carrier; or
- .07 In the event of Customer's insolvency; or
- .08 Failure to pay deposit requested by Carrier in accordance with this General Services Agreement; or
- .09 Initiation of proceedings by Customer in voluntary bankruptcy; or
- .10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or
- .11 The appointment of a receiver or trustee for Customer; or
- .12 A general assignment by the Customer for the benefit of its creditors; or
- .13 Without notice, if Carrier deems such action necessary to protect against fraud or to otherwise protect Carrier's personnel, agents, facilities or Service.

If Carrier terminates Service as set forth above, in addition to any other remedies available to Carrier, the Customer shall pay to Carrier any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated Service as set forth in Section 2.5 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service.

2. GENERAL RULES AND REGULATIONS (Cont.)

7. Inspection, Testing and Adjustment

- .01 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this General Services Agreement are being complied with in the installation, operation or maintenance of the Customer's or the Carrier's equipment. The Carrier may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.
- .02 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments s may be necessary for their maintenance in a condition satisfactory to Carrier.
- .03 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate Service, including the provision of immediate access to the Customer's Premises.
- .04 Carrier will make reasonable efforts to identify and to resolve any conflicts or material failure in the provision of services that may result from year 2000 defects in Company hardware, software, or system.

2. GENERAL RULES AND REGULATIONS (Cont.)

## 8. Liability

- .01 Customer shall defend, indemnify and hold Carrier harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind arising from or related to any use of the Service or otherwise arising from the relationship with Carrier.
- .02 Carrier shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond Carrier's reasonable control.
- .03 If a third party solicits a Customer's order on behalf of Carrier or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of Carrier, or if a third party is involved in any other way, Carrier and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Carrier or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.
- .04 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, Carrier's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for Carrier, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer.
- .05 IN NO EVENT SHALL CARRIER BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. CARRIER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THE APPLICABLE AUTHORIZATION FORM(S) AND/OR SERVICE AGREEMENT(S) BETWEEN CUSTOMER AND CARRIER SHALL NOT EXCEED THE MONTHLY CHARGES FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES. The Company's Y2K readiness depends on the readiness of several 3rd party vendors whose Y2K readiness the Company cannot control. Due to interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for Year 2000 failures caused by circumstances beyond its control, including, but not limited to failures caused by: 1) the Customer; 2) other telecommunications providers; and 3) Customer premises equipment, or suppliers of hardware, software, data, and other equipment and supplies.

2. GENERAL RULES AND REGULATIONS (Cont.)8. Liability (Cont.)

- .06 Carrier warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Authorization Form and in accordance with this General Services Agreement. CARRIER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- .07 No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.
- .08. Customer acknowledges that while measures are taken to correctly assign C Toll Free toll free\* numbers, Carrier assumes no liability whatsoever for any costs or damages that Customer may incur based on actions taken by Customer in reliance on the accuracy of any such number assignment(s) regardless whether such actions are taken prior to or after service initiation.
- 09. Customer acknowledges that C Toll Free numbers are assigned and administered by Data Service Management, Inc. ("DSMI"). Carrier shall not be liable for any errors, acts or omissions of DSMI or their agents.
- 10. Carrier does not represent and warrant that Customer shall receive any of Customer's requested C Toll Free numbers from DSMI.
- 11. Carrier shall be not be liable for any errors in making any Customer requests for any C Toll Free numbers or for any failure on Carrier's part to make such request on Customer's behalf.

9. Telecommunications Relay Service

Carrier provides telecommunications relay service (TRS) in compliance with the Americans with Disabilities Act of 1990, using a designee to provide TRS throughout its service area. The designee will provide TRS through one of its FCC-certified relay centers. The rates for TRS will not exceed the rates specified herein for functionally equivalent voice communication service.

2. GENERAL RULES AND REGULATIONS (Cont.)10. Interconnection

- .01 Service furnished by the Carrier may be interconnected with services or facilities of other communications common carriers and with private systems, subject to limitations established by the Carrier. Service furnished by the Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and facilities of others shall be provided at the Customers expense.
- .02 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Schedules. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.
- .03 The Customer shall ensure that its equipment is properly interfaced with Carrier facilities that the signals emitted into the Carrier's network are of the following: proper mode; bandwidth; power; data speed; and signal level for the intended use by the Customer. If the Customer fails to maintain and operate its equipment with resulting imminent harm to Carrier's equipment, personnel or the quality of Service to other Customers, Carrier may, upon a written notice, require the use of protective equipment at the Customers expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice terminate the Customer's Service.
- .04 The Customer agrees to operate Carrier-provided equipment in accordance with instructions of Carrier. Failure to do so will void liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.10.05 below. Customer will bear risk of loss of any Carrier-provided equipment while such equipment is located on the Customer's premises.

2. GENERAL RULES AND REGULATIONS (Cont.)10. Interconnection (Cont.)

- .05 Customer agrees to return to Carrier all Carrier-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only expected. Customer shall reimburse Carrier upon demand, for any costs incurred by Carrier due to the Customer's failure to comply with this provision.
- .06 Customer shall assign a Carrier-provided letter of agency to enable and authorize Carrier to notify the local service provider of Customer's selection of Carrier as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.
- .07 If Carrier provides software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with the Carrier-furnished equipment, if any, and the Service. Customer shall not (i) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative codes from, or transfer or transmit the Software in any form or by any means; or (ii) use the Software for any purpose other than as set forth in this paragraph. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

11. Use of Service

- .01 Service may be used for the transmission of communications by the Customer and the Customer's designated user(s).
- .02 The Customer may not use or permit others to use any of the Services or facilities furnished by the Carrier under this General Services Agreement for any unlawful purpose.
- .03 The recording of telephone conversations employing carrier-provided Services is prohibited except as authorized by applicable federal and state law(s).

2. GENERAL RULES AND REGULATIONS (Cont.)12. Allowance for Interruptions

- .01 For all switched Services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute and in which there may be interruption of an individual call, due to a condition in Carrier's facilities or in access or termination facilities provided no other carriers, which can be remedied by retailing the call, the Customer will receive a credit allowance, as follows:
- .011 A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Carrier's Service. A Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Carrier Customer Service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to Carrier, or (2) interruptions that are due to failure of power, equipment, systems or services not provided by Carrier. If the Customer elects to use another means of communications after one of the above interruptions, or during a period when customer is unable to place a call over Carrier, the Customer must pay the charges for the alternative service used.
- .012 Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for the entire call if it lasted less than three minutes. A customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Carrier Customer Service representative.
- .02 For all switched services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:
- .021 When service is interrupted for a period of less than two hours, no credit allowance will be given.
- .022 When the Service's dedicated access or termination line or lines associated with the Service are interrupted for a period of two to twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given.
- .023 The Service's access or termination line or lines associated with the Service are interrupted for a period of more that twenty-four hours, a credit allowance in an amount equal to one-thirtieth of the monthly recurring charge or charges will be given for each twenty-four hour period or fraction thereof.

2. GENERAL RULES AND REGULATIONS (Cont.)12. Allowance for Interruptions

- .04 No credit allowances will be made for:
  - .041 Interruptions caused by the negligence of the Customer or others authorized by the Customer to use the Customer's Service.
  - .042 Interruptions due to failure of power, equipment, systems, or services not provided by Carrier.
  - .043 Interruptions during any period during which Carrier or its agents are not afforded access to Carrier-provided equipment or the premises where access lines associated with the Customer's Services are terminated.
  - .044 Interruptions during any period when the Customer or user has released the Service to Carrier for maintenance or rearrangement purposes, or for the implementation of a Customer order.
  - .045 Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis.
  - .046 Non-completion of calls due to network busy conditions.
  - .047 Interruptions not reported to Carrier.
- .05 An interruption period begins when the Customer reports to Carrier that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.
- .06 If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative Service used.
- .07 As used in this section, the term "Service" includes circuits or equipment provided by Carrier and/or a participating international carrier, or an overseas administration connecting with such international carrier.

2 GENERAL RULES AND REGULATIONS (Cont.)13. Use of Reservation, Administration, Ownership and Assignment of C Toll Free\* Number Services

- .01 Carrier requires Customers to have, and to maintain, adequate access facilities to handle C Toll Free Service calls based on average length of calls during peak periods.
- .02 Carrier further requires Customers to provide answer supervision on delivery of the call to their premises equipment.
- .03 Carrier may require a Customer to provide calling pattern information necessary for Carrier to evaluate whether it anticipates network blockage, and Carrier has the right to suspend installation of C Toll Free Service until adequate facilities are available to meet the need. Carrier reserves the right to temporarily suspend Customer's C Toll Free Service when that Customer's calling volumes, or volumes of incomplete C Toll Free calls, adversely affect other network services, or, if the volume of incomplete C Toll Free number(s) calls exceeds 5000 of all C Toll Free Service call attempts. A charge, specified in Section 4.1.12.01, will be assessed within two (2) billing months of the occurrence. Carrier may permanently suspend existing C Toll Free Service upon 5 days' written notice, without liability, if a Customer does not comply with these requirements.
- .04 C Toll Free Numbers Reservation, Assignment or Activation  
In its capacity as RespOrg, Carrier will reserve, assign, activate or change, upon receipt of a verified request, C Toll Free numbers in accordance with customary industry standards and practices, the terms of this General Services Agreement and the effective procedures of the Carrier's C Toll Free service management. Customers may request reservation, assignment or activation on their own behalf, or a Customer which resells Carrier inbound transmission services may request reservation, assignment or activation on behalf of a specific prospective customer of such reseller. A Customer who resells Carrier inbound transmission services must provide to any customer or potential customer upon reasonable request therefore, information concerning the status of a particular C Toll Free series number or numbers in which a Customer or a potential customer has an interest, and if applicable, the identity of the RespOrg(s) for the C Toll Free number(s). When a Carrier Customer decides (or learns of its specific, prospective customer's decision) not to utilize the reserved, assigned or activated C Toll Free number(s), the Carrier Customer must notify Carrier within 48 hours so that Carrier may release the C Toll Free number(s) to the pool of numbers available for assignment in accordance with industry practice and standards as well as any applicable rules and regulations of appropriate regulatory agency.
- .05 Ownership and Brokerage of C Toll Free Numbers  
C Toll Free numbers are incidental to the inbound calling services with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission services. The assignment of C Toll Free telephone numbers for use with Carrier-provided inbound transmission service confers on the Customer no proprietary interest whatsoever in the number assigned. It shall be a violation of this General Services Agreement if the Customer seeks to acquire, or does acquire, any C Toll Free number associated with inbound service provided by Carrier for the primary purpose of selling, brokering or releasing for a fee (or other consideration) to another party that C Toll Free number, independent of the Carrier service with which it is associated.

2. GENERAL RULES AND REGULATIONS (Cont.)13. Use of Reservation, Administration, Ownership and Assignment of C Toll Free Number Services (Cont.).05 Ownership and Brokerage of C Toll Free Numbers (Cont.)

In any instance in which Carrier learns that a Customer is attempting to sell or otherwise transfer or assign an C Toll Free telephone number(s) to any person, or in violation of this General Services Agreement, Carrier may immediately upon written notice and without notice release the number from released status, or it may immediately upon written notice to the Customer discontinue the furnishing of Service via the number, whichever course of action Carrier deems appropriate.

.06 Use of C Toll Free\* Numbers

Each C Toll Free telephone number must be placed in actual and substantial use by the Customer. Carrier reserves the right to discontinue service to any toll free number(s) Customer location without notice if Customer has not incurred any usage charges for that location during any three (3) consecutive Carrier monthly billing periods.

14. Mileage Measurement

The distance between the Customer's end office and destination point is calculated by using the "V" and "H" coordinates as obtained by reference to NECA International GSA in the following manner:

.01 Obtain the V and H coordinates for the Customer's end office and the destination point.

.02 Obtain the difference between the V coordinates of each of the areas. Obtain the difference between the H coordinates.

.03 Square the H difference and the V difference obtained in Step .02.

.04 Add the squares of the V difference and H difference obtained in Step .03.

.05 Divide the sum of squares obtained in Step .04 by ten (10). Round to the next higher whole number if any fraction is obtained.

.06 Obtain the square root of the whole number obtained in Step .05. Round to the next higher whole number if any fraction is obtained. This is the distance between the areas.

15. Calling Number Identification Services1. CPN Services

CPN is passed on to the interconnecting carrier in accordance with the Privacy Indicator associated with the call. In absence of the Privacy Indicator, CPN will be passed on to the interconnecting carrier, subject to technical limitations of Carrier.

2. GENERAL RULES AND REGULATIONS (Cont.)

15. Calling Number Identification Services (Cont.)

2. ANI and Charge Number Services

Customers who obtain a telephone subscriber's information through ANI or Charge Number Service must comply with the following regulations adopted by the Federal Communications Commission regarding the use and sale of information derived from Automatic Number Identification or Charge Number Services:

- a. Customers are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transactions;
- b. Customers are prohibited from reusing or selling the telephone number or billing information without (1) first notifying the originating telephone subscriber and (2) obtaining the affirmative consent of such subscriber for such reuse or sale; and
- c. Customers are prohibited from disclosing, except as permitted by b. above, any information derived from ANI or Charge Number Service for any purpose other than: (1) performing the services or transactions that are subject of the telephone subscriber's call, (2) ensuring network performance security and the effectiveness of call delivery, (3) compiling, using and disclosing aggregate information, and (4) complying with applicable law or legal process.

### 3. SERVICE DESCRIPTION

Carrier offers a variety of switched domestic interstate services between points in the contiguous United States, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands.

#### 3.1 Switched and Dedicated Services

- 3.1.1 CLD and CF services are traditional outbound services for switched access customers. C Toll Free is the inbound service option for CLD and CF services.
- 3.1.2 CE uses dedicated access for both outbound and inbound service.
- 3.1.3 CVNS, CVE, CS, CBFI, CC, and CG are integrated offerings that provide unified service for single and multi-location companies. CC, CBFB, and CR are flat rate products using switched or dedicated access. Carrier's Minimum usage requirements apply as specified, and to receive association or term discounts. Optional credit card billing is available to customers for any of the voice services offered by Carrier.
- 3.1.4 Prepaid Calling Card Service enables the Card Holder to complete an outbound direct dial call from any touchtone or rotary telephone in the contiguous U.S. Service is accessed by dialing a designated toll free number and a card identification number. The Customer has an option to "Recharge" available balance on the Prepaid Calling Card. If a card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rate assumes that Carrier shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes and surcharges computed based on the Recharge rates. Each such call shall be decremented in 1-minute increments. In addition, the Card's then-remaining Recharge Amount balance shall be decremented for any applicable local, state or international taxes and surcharges. When a Card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero.

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by Carrier, (ii) PIN, and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card.

Each Recharge amount shall be non-refundable and shall be billed by Carrier to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to Carrier via the Cardholder's credit card account, the Customer shall pay such amount to Carrier within fifteen (15) days of the Customer's receipt of written notice thereof from Carrier.

3. SERVICE DESCRIPTION (Cont.)

3.1 Switched and Dedicated Services (Cont.)

3.1.4 (Cont.)

If Carrier notifies the Customer that a credit card company has notified Carrier that a Recharge amount is non-collectable and if Carrier provides to the Customer the supporting documentation that Carrier has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to Carrier within fifteen (15) days after the Customer's receipt of Carrier's notice.

Carrier may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this General Services Agreement. In the event the Recharge option is terminated for a particular PIN, Carrier shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

Prepaid Calling Card service is offered under several different Plans.

Plan A –Corporate Card is a standard prepaid calling card issued by C&W USA.

Plan B – CAD is a Carrier card targeted for Asian community.

Plan C - Cards with Customer-printed text designed for medium volume purchasers.

Plan D - Cards with Customer-printed text, designed for high volume purchasers.

Plan E - Limited edition collectible cards, usually printed for special events.

Plan F - CST is a product with low international rates and is targeted for frequent international callers.

3. SERVICE DESCRIPTION (Cont.)3.1.6 CC

CC is an integrated inbound/toll free, outbound service with switched and dedicated access, available to customers via selected distribution channel. CC is billed in flat per minute rates, not time of day or mileage sensitive. New Association subscribers of CC service are eligible to receive a 5% Association volume discount. Unless otherwise specifically referenced in this General Services Agreement, no other discount programs apply to CC customers. Set up fees, other monthly fees, and minimum monthly usage requirements may apply. Conference call and other administrative features are available to CC customers. Conference calls are billed in one minute increments. Switched outbound and inbound calls, dedicated inbound calls, are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3.1.7 CG

CG provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single, software-controlled management system. CG is compatible with most existing public and private networks and can be reconfigured to meet changing communications needs. CG utilizes either switched or dedicated access as described in Section(s) 2.1.1 and 3.12.1 of Carrier's Schedule No. 4. Calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, Off-Net to Off-Net. Toll-free service associated with CG is billed in the same increments as CBF set forth in Section 4, herein. Discounts off of CG usage may apply based upon customer's CWI monthly traffic volume combined with a one to three-year term commitment. Monthly recurring and non-recurring charges do not apply in calculating volume discounts.

3.1.8 CR Service

CR provides switched access, inbound and outbound service at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. A \$25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Intrastate rates appear in Carrier's intrastate, interexchange Schedules excluding the following states and rates: CO \$1830, IA \$1290, IN \$0950, MI \$0990, MT \$1830, ND \$1830, NV \$1830, OR \$1830, TN \$1350, WI \$1350, and UT \$1830. International rates are the same as those for CC, set forth in Section 3.21 of Carrier's Schedule No.4. Optional Conference call service, as set forth in Section 4.2.1 herein, is available to CR customers.

Interstate/Extended U.S. (AK, HI, VI, PR)

Rates-All Mileage/All Time Periods:

Switched Inbound

\$0890

Switched Outbound

\$0890

Guam/CNMI Switched Inbound/Outbound

\$4000

3. SERVICE DESCRIPTION (Cont.)

3.2 Billing Increments/Periods

- 3.2.1 Billing increments of six seconds to one minute will apply to domestic interstate switched services.
- 3.2.2 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.
- 3.2.3 The hours included in a rate period (e.g., 8 am-5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).
- 3.2.4 Unless otherwise specified, time-of-day rate periods, and Company-recognized holidays are as follows:

Day:

Evening:

Night/Weekend:

Monday-Friday, 8 am. - 5 p.m.

Sunday-Friday, 5 p.m. - 11 p.m.

Sunday-Friday, 11 p.m. - 8 am. and

Saturday, 8 am, to Sunday 5 p.m.

Holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas

3. SERVICE DESCRIPTION (Cont.)3.3 Alternative Channels Services

A group of interexchange switched services marketed under the name of *T-NET - A Division of Cable & Wireless USA, Inc.*, via alternative distribution channels, including outside sales force.

A. CT LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CT LD distribution channel. Minimum monthly usage requirements apply as well as monthly recurring charges. In addition to basic 1+ services, additional features are available:

(1) Toll free Features

Multi-Location Routing Features, billed on per-feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year  
Day of Week  
Time of Day  
Percent of Calls  
Area Code  
Area Code and Exchange

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code and exchange blocking. Service is billed per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI A set up fee applies.(4) Programmable 800

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number.

C. Partner CBFI I, II, and III

A group of integrated outbound and inbound service offerings with switched and dedicated access, available via CWI's selected external distribution channels. Minimum monthly usage requirements and/or term commitments may apply. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D. CPLD

An inbound and outbound switched access 1+ service, available only via select distribution channels. All calls are billed in six (6) second increments after a thirty (30) second minimum per call duration.

3. SERVICE DESCRIPTION (Cont.)

E. CW

CW service provides Customer with access to introductory, intermediate, or advanced level tele-broadcasting services. CW is an inward-switched access service offered on a month-to-month basis, or under a one- to three-year term agreement. Usage is billed in flat per minute rates, not time of day or mileage sensitive. Service is provided 24 hours a day, seven days a week. CW is accessed through use of an assigned toll free-toll access number and security PIN that is provided to the Customer. A one-time installation fee, and a monthly access charge apply. Under this option, no calls will be completed unless the assigned toll free-toll access number and security PIN are entered to gain access.

3.3 Additional Options

3.3.1 Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

**Area Code Select** - applies to calls made to the area code customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

**800 Area Code Select** - applies to calls made from the area code generating the highest toll free volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

**CCAP** - program for CLD and CF customers, replacing all other discounts.

**Intra-Company** - applies to calls to customer designated company locations; mutually exclusive with Regional Zone and VIP.

**Regional Calling Zone** - applies to calls to or from the zone customer selects (from I of 1 0 predetermined zones); mutually exclusive with Intra-Company and VIP.

**CSS Area Code** - applies to calls to the area codes customer calls most often.

Super Saver Cities - applies to calls made to the following cities.

Atlanta	Houston	New York	Boston
Los Angeles	Philadelphia	Chicago	Miami
San Francisco	Dallas	Minneapolis	Seattle
Denver	New Orleans	Washington	

**Super Saver Number** - applies to call to the telephone number customer calls most often.

**Term Plans** - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

3. SERVICE DESCRIPTION (Cont.)

3.3 Additional Options (Cont.)

3.3.0 Association Discounts

Employees of Credit Suisse First Boston (CSFB) who signed up for service through a CSFB designated employee under Cable & Wireless USA's IX Complete Residential offering set forth in Section 6 of this General Services Agreement, receive a waiver of the minimum usage charge requirement. This offer is available from November 1, 1 999 to August 1, 2000.

Customized Discounts (Cont.)

VIP Numbers - applies to calls to or from 5 customer-selected telephone numbers; mutually exclusive with Intra-Company and Regional Zone.

3.3.2 Directory Assistance

Directory Assistance is available throughout the country, AK, HI, PR, VI, NN, Canada, GU, and the Caribbean. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A credit allowance for Directory Assistance will be provided if the Customer experiences poor transmission quality; receives an incorrect telephone number; or inadvertently misdials the intended Directory Assistance number.

3.3.3 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

3.3.4 toll free Call Attempts

If a Customer's volume of incomplete toll free calls exceeds 50% of call attempts, a surcharge will be assessed.

3.3.5 Conference Calling

A variety of options for setting up conference calls is available.

3.3.6 C Toll Free Features

A number of routing and other options is available with C Toll Free services. Change charges apply to each Customer-assigned C Toll Free number involved. Features include:

C Toll Free- Directory Assistance Listing - to include Customer's C Toll Free number(s) in national directory.

Call Allocation by Area Code/Area Code and Exchange - permits Customer to redirect calls according to area code or exchange.

Call Allocation by Percent - permits Customer to redirect a percentage of calls.

Day of Year/Day of Week/Time of Day Routing - permits Customer to designate time period for redirected routing.

3. SERVICE DESCRIPTION (Cont.)

3.3 Additional Options (Cont.)

3.3.6 C Toll Free Features (Cont.)

DayTimer - permits Customer with regular business hours to select times of day and days of week for automatic redirecting of calls; cannot be used with Call Allocation by Area Code, Area Code and Exchange, or Percent.

Dialed Number Identification Service (DNIS) - permits Customer with multiple toll free numbers terminating in one location to identify the specific number dialed.  
Extended Coverage - for calls from non-mainland.

Overflow Manager - permits C Toll Free calls to “overflow” to a regular business line; overflow calls are rated at switched C Toll Free usage rates.

Programmable C Toll Free - permits Customer to redirect calls from one terminating location to another.

Selected Coverage by Area Code/Area Code and Exchange - permits Customer to select area code or exchange from which calls will be received.

3.3.7 Operator Services - Operator assistance options are available as set forth in Section 4.2.6 of this General Services Agreement.

3.4 Dedicated Access Lines

For services requiring dedicated access, Customer may arrange for such access on its own, or may request that Carrier arrange for access lines.

3.5 If the Customer requests Carrier to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite request. The Customer understands that the installation of local access lines is not under the direct control of Carrier. Carrier shall use every reasonable effort to meet Customer’s requested Service date.

4. RATES AND CHARGES

4.1 Switched Service

4.1.1 CLD

Calls are billed in one (1) minute increments.

A. Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
0 – 10	\$0.2437
11 - 22	\$0.2994
23 - 124	\$0.3216
125 - 430	\$0.3216
431 - 925	\$0.3550
925+	\$0.3550

B. Non-Mainland

(1) NPA 787, 809 (Puerto Rico, Virgin Islands)

<u>Mileage</u>	<u>Rate Per Minute</u>
0 - 1910	\$0.3550
1911- 3000	\$0.3550
3001 +	\$0.3550

(2) NPA 808 (Hawaii)

<u>Mileage</u>	<u>Rate Per Minute</u>
0 - 3000	\$0.3550
3001 - 4250	\$0.3550
4251 +	\$0.3550

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.1 CLD (Cont.)

B. Non - Mainland (Cont.)

(3) NPA 907 (Alaska)

<u>Mileage</u>	<u>Rate Per Minute</u>
1 - 1910	\$0.3550
1911- 3000	\$0.3550
3001 - 4250	\$0.3550
4251 +	\$0.3550

(4) Guam

<u>Mileage</u>	<u>Rate Per Minute</u>
All	\$0.3550

(5) CMNI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate Per Minute</u>
All	\$0.3550

C. Volume Discounts

<u>Usage</u>	<u>Discount</u>
\$ 250.00 - 1499.99	5%
1500.00 - 2999.99	10%
3000.00 +	20%

D. Other Discounts - CCAP

\$500/month minimum; if not met, a \$50 charge applies

4.1.2 CF III

Calls are billed in 6-second increments after a 30-second minimum call duration.

A. CF III Usage Rates

<u>Mileage</u>	<u>Rate Per Minute</u>
0 - 55	\$0.2994
56 - 292	\$0.3216
293 - 925	\$0.3439
926+	\$0.3550

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.2 CF III (Cont.)

B. CF III Volume Discounts

<u>Volume Discount</u>	<u>Discount (%)</u>
<u>Monthly Usage (\$)</u> 150.01-300.00	5%
300.01-2000.00	8%
over 2000.00+	12%

C. Other CF III Discounts

CCAP (replaces all other discounts)

\$500/month minimum; if not met, a \$50 charge applies.

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to customer's bill.

<u>Monthly Usage</u>	<u>Discount</u>
up to \$99.99	5%
\$ 100-249.99	11%
250-2499.99	13%
2500+	17%

D. Other CF III Charges

Monthly Recurring Charge \$5.00.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.2 CF III (Cont.)

E.	<u>Guam</u>	
	<u>Mileage</u>	<u>Rate Per Minute</u>
	All	\$0.3550
	<u>CMNI (Rota, Saipan, Tinian)</u>	
	<u>Mileage</u>	<u>Rate Per Minute</u>
	All	\$0.3550
	<u>Non-Mainland</u>	<u>Rate Per Minute</u>
	All	\$0.3550

4.1.3 CF II

Calls are billed in 6-second increments after a 30-second minimum call duration.

A. CF II Usage Rates

	<u>Mainland</u>	
	<u>Mileage</u>	<u>Rate per Minute</u>
	0 - 55	\$0.2771
	56 - 100	\$0.2994
	101 - 925	\$0.3105
	926+	\$0.3216
	<u>Non-Mainland</u>	
	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3550

B. CF II Volume Discounts

	<u>Monthly Usage</u>	<u>Discount</u>
	\$1500-4999.99	7%
	5000+	9%

C. Other CF II Discounts

CCAP (replaces all other discounts)  
 \$500/month minimum; if not met, a \$50 charge applies  
 \$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to customer's bill.

	<u>Monthly Usage</u>	<u>Discount</u>
	up to \$1499.99	4%
	\$1500-4999.99	7%
	5000+	9%

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.3 CF II (Cont.)

C.	<u>Other CF II Discounts</u>	
	<u>CSS Area Code</u>	
	Monthly Recurring Charge	\$25.00
	Discount	5%
D.	<u>Other CF II Charges</u>	
	Monthly Recurring Charge	\$75.00
E.	<u>Guam</u>	
	<u>Mileage</u>	<u>Rate Per Minute</u>
	All	\$0.3216 (I)
	<u>CMNI (Rota, Saipan, Tinian)</u>	
	<u>Mileage</u>	<u>Rate Per Minute</u>
	All	\$0.3216 (I)

4.1.4. C Toll Free Service

Calls are billed in 6-second increments after a 30-second minimum call duration.

A.	<u>Usage Rates</u>	
	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3216
	AK, HI, PR, VI	\$0.3216
	<u>Guam</u>	
	<u>Mileage</u>	<u>Rate Per Minute</u>
	All	\$0.3216
	<u>CMNI (Rota, Saipan, Tinian)</u>	
	<u>Mileage</u>	<u>Rate Per Minute</u>
	All	\$0.3216
B.	<u>C Toll Free Discounts</u>	
	<u>Volume Discount</u>	
	<u>Monthly Usage</u>	<u>Discount</u>
	\$75.00-349.99	4%
	350+	12
C.	<u>C Toll Free Other Charges</u>	
	<u>Set up Fee</u>	\$50.00
	<u>Monthly Recurring Charge</u>	\$15/number
	<u>Extended Coverage</u> (to include AK, HI, PR, US VI)	
	Monthly Recurring Charge	\$10.00
	<u>C Toll Free Directory Listing</u>	\$13.72/month
	<u>Programmable C Toll Free</u>	\$5/month.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.5 CE Service

Calls are billed in 6-second increments after a 18-second minimum call duration.

A. CE Outbound

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
0 - 100	\$0.2003
100+	\$0.2427

Non - Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2427

671 Guam

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2427

CMNI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2427

B. CE toll Free

Calls are billed in 6-second increments after a 30-second minimum call duration.

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2533

Non - Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2533

Guam/CMNI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.9300

T-1 Access Special Rate:

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2533

C. CE Outbound Discounts

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000.01-3,000	4%
3,000.01-10,000.00	8%
10,000+	10%

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.5 CE Service (Cont.)

D. Other CE Discounts:

CSS Area Code

Limited to the following area codes only:

201, 202, 203, 212, 213, 214, 215, 216, 219, 301, 302, 303, 305, 312, 313, 314,  
317,404, 405, 407, 408, 409, 412, 414, 415, 504, 508, 510, 512, 516, 602, 609,  
612, 617, 618, 619, 703, 704, 707, 708, 713, 714, 718, 804, 805, 813, 815, 816,  
918, 919

Set up Fee		\$100/month
Discount	5%	

E. CE Inbound Discounts

Volume Discount

Monthly Usage Discount

\$1000.01 - 3,000.00 4%  
3,000.01- 10,000.00 8%  
10,000.01+ 10%

F. Other CE Outbound Charges

See section 4.3 for dedicated access line charges.

Monthly Recurring Charge \$50 - 1st location  
\$25 - each additional location.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.5 CE Service (Cont.)

G. Other CE C Toll Free Charges

See Section 4.3 for dedicated access line charges.  
See Section 4.2.5 for C Toll Free Features charges.

<u>Monthly Recurring Charge</u>	\$20/number
<u>Change Charge</u>	\$50

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.7 CVE Services

Calls are billed in 6-second increments after a 30-second minimum call duration.

A. CVE Switched Outbound

<u>Mileage</u>	<u>Rate per Minute</u>
0 - 55	\$0.3099
56 - 292	\$0.3458
293 - 925	\$0.3697
926+	\$0.3817

Guam

<u>Mileage</u>	<u>Rate per Minute</u>
Switched	\$0.3817

CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3817

<u>AK,HI,PR,VI</u>	<u>Rate per Minute</u>
	\$0.3817

B. CVE Dedicated Outbound

<u>Mileage</u>	<u>Rate per Minute</u>
0 - 55	\$0.2500
56 - 292	\$0.2739
293 - 925	\$0.2979
926+	\$0.3099

Guam

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3099

CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3099

<u>AK,HI,PR,VI</u>	<u>Rate per Minute</u>
	\$0.3099

C. CVE Switched toll free

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3458

<u>AK,HI,PR,VI</u>	<u>Rate per Minute</u>
	\$0.3458

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3458

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.7 CVE Services (Cont.)

D.	<u>CVE Dedicated toll free</u>	
	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2739 (I)
	<u>Non-Mainland</u>	
	<u>Guam &amp; CNMI</u>	\$0.2739 (R)
	All	\$0.2739 (I)
	<u>AK,HI,PR,VI</u>	<u>Rate per Minute</u>
		\$0.2739 (R)

E. CVE - Discounts

(1)	<u>Volume Discount</u>	
	<u>Monthly Usage</u>	<u>Discount</u>
	\$200.01-1,000.00	4%
	1,000.01-3500.00	8%
	over 3500.00	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

(2)	<u>Area Code Select</u>	5%
(3)	<u>C Toll Free Area Code Select</u>	5%
(4)	<u>Intra-Company</u>	5%
(6)	<u>Regional Zone</u>	
	Monthly Recurring Charge	\$15.00
	Discount	5%.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.7 CVE Services (Cont.)

H. CVE - Discounts (Cont.)

- (8) VIP Numbers  
 Monthly Recurring Charge \$5.00  
 (Monthly charge waived if domestic usage over \$100)  
 Discount 5%

- (9) Term Plan  
 (a) CVE Term Plan 1
- | <u>Usage</u> | <u>Length of Term</u> | <u>Discount</u> |
|--------------|-----------------------|-----------------|
| \$200        | 12 months             | 2%              |
| 1000         | 12                    | 5%              |
| 400          | 24                    | 7%              |
| 1500         | 24                    | 12%             |
| 400          | 36                    | 9%              |
| 1500         | 36                    | 13%             |

*\*/ 18 month term plan has been eliminated and Customers on the 18-month term plan were converted to the 24-month term plan.*

The above term discount plan was grandfathered, effective March 15, 1997. Only Customers under this term plan as of that date may receive the above discounts.

(b) CVE Term Plan 2

<u>Commitment</u>		<u>24 Months</u>	<u>36 Months</u>
<u>Level (\$)</u>	<u>12 Months</u>		
100	2%	--	--
250	2%	7%	9%
1,000	5%	12%	13%

I. Other CVE Charges

See Section 4.3 for access line charges.  
 See Section 4.2.5 for C Toll Free Features charges.

MMUC

25.00/account  
 7.50/location

If usage falls below the monthly recurring charge, a fee will be charged.

Fee 5.00/account.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.8 CVNS

A. CVNS Switched Outbound

Calls are billed in 6-second increments after a 18-second minimum call duration.

<u>Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	0-100	\$0.3277
	100+	\$0.3672
<u>Non-Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3672
<u>Guam</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3672
<u>CNMI</u> <u>(Rota, Saipan, Tinian)</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3672

B. CVNS Dedicated Outbound

Calls are billed in 6-second increments after a 18-second minimum call duration.

<u>Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	0-100	\$0.2486
	100+	\$0.2882
<u>Non-Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2882
<u>Guam</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2882
<u>CNMI</u> <u>(Rota, Saipan, Tinian)</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2882

C. CVNS Switched toll free

Calls are billed in 6-second increments after a 30-second minimum call duration.

<u>Mainland</u>	<u>Mileage Peak</u>	
	0-100	\$0.3277
	100+	\$0.3672
<u>Non-Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3672
<u>CNMI</u> <u>(Rota, Saipan, Tinian)</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.3672

D. CVNS Dedicated toll free

Calls are billed in 6-second increments after a 30-second minimum call duration.

<u>Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2882
<u>Non-Mainland</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2882
<u>CNMI</u> <u>(Rota, Saipan, Tinian)</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2882

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.8 CVNS (Cont.)

E. CVNS Discounts

(1)	<u>Volume Discount</u>	
	<u>Usage (\$)</u>	<u>Discount</u>
	1000.00 - 1500.00	4%
	\$1500.01-3000.00	4%
	3000.01-10,000.00	8%
	10,001+ 10%	

Both international and domestic usage will be used to calculate the applicable volume discount.

- |     |  |           |
|-----|--|-----------|
| (2) | <u>Area Code Select</u>                                  | 5%        |
| (3) | <u>C Toll Free Area Code Select</u>                      | 5%        |
| (4) | <u>Intra-Company</u>                                     | 5%        |
| (5) | <u>Regional Zone</u>                                     |           |
|     | Minimum Monthly Billing                                  | \$1500.00 |
|     | A fee will be charged if the monthly minimum is not met. |           |
|     | <u>Fee</u>   | \$75.00   |
|     | <u>Discount</u>  | 5%.       |

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.8 CVNS (Cont.)

E. CVNS Discounts (Cont.)

(6) Term Plans

(a) CVNS Term Plan 1

<u>Minimum Usage</u>	<u>Term Length</u>	<u>Discount</u>
\$1500	12 months	6%
5000	12	7
10,000	12	8
1500	24	8
5000	24	10
10,000	24	12
1500	36	11
5000	36	13
10,000	36	14

(b) CVNS Term Plan 2

<u>Commitment</u>			
<u>Level (\$)</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1,000	6%	8%	11%
5,000	7%	10%	13%
10,000	8%	12%	

(7) VIP Numbers

<u>Minimum Monthly Charge</u>	\$1500.00
A fee will be charged if the monthly minimum is not met.	
<u>Fee</u>	\$75.00
<u>Discount</u>	5%

F. Other CVNS Charges

See Section 4.3 for access line charges.

See Section 4.2.5 for C Toll Free Features charges.

MMUC \$400.00/account

If usage falls below the monthly recurring charge, a fee will be charged.

Fee \$50.00/account.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.9 CS Services

A. CS Switched Outbound

Calls are billed in 6-second increments after a 30-second minimum call duration.

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
0-100	\$0.3458
100+	\$0.3697

Non-Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3697

Guam Mileage Rate per Minute

All	\$0.3697
-----	----------

CNMI Mileage Rate per Minute  
(Rota, Saipan, Tinian) All \$0.3697

B. CS Dedicated Outbound

Calls are billed in 6-second increments after a 18-second minimum call duration.

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
0-100	\$0.2261
100+	\$0.2620

Non-Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2620

<u>Guam</u>	<u>Mileage</u>	<u>Rate per Minute</u>
	All	\$0.2620

<u>CNMI</u>	<u>Mileage</u>	<u>Rate per Minute</u>
(Rota, Saipan, Tinian)	All	\$0.2620

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.9 CS Services (Cont.)

D. CS Switched toll free

Calls are billed in 6-second increments after a 30-second minimum call duration.

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
0-100	\$0.3458
100+	\$0.3697

Non-Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3697

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3697

E. CS Dedicated toll free

Calls are billed in 6-second increments after a 30-second minimum call duration.

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2620

Non-Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2620

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2620

F. CS Discounts

(1) Volume Discount - CS Switched

<u>Usage</u>	<u>Discount</u>
\$175-300	5%
300-3000	8%
3001+	10%

(2) Volume Discount - CS Dedicated

<u>Usage</u>	<u>Discount</u>
\$1001-3,000	4%
3,001-5,000	8%
5,001-10,000	8%
10,001+	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.9 CS Services (Cont.)

F. CS Discounts (Cont.)

- (3) Area Code Select 5%
- (4) C Toll Free Area Code Select 5%

(5) Regional Calling Zone

Minimum Monthly Charge

Switched	\$100.00
Dedicated	1000.00

A fee will be charged if the monthly minimum is not met.

Fee

Switched	\$15.00
Dedicated	50.00

Discount

Switched	5%
Dedicated	5

(6) Term Plans

(a) CS Switched Term Plan 1

<u>Minimum Usage</u>	<u>Term Length</u>	<u>Discount</u>
\$250	12 months	5%
1000	12	7
250	24	7
1000	24	10
250	36	8
1000	36	15

(b) CS Switched Term Plan 2

<u>Commitment</u>		<u>Term Length</u>	
<u>Level (\$)</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
100	2%	-	-
250	2%	7%	9%
1,000	5%	12%	13%

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.9 CS Services (Cont.)

F. CS Discounts (Cont.)

(6) Term Plans (Cont.)

(c) CS Dedicated Term Plan 1

<u>Minimum Usage</u>	<u>Term Length</u>	<u>% Discount</u>
\$2000	12 months	6
4000	12	8
10,000	12	10
2000	24	8
4000	24	11
10,000	24	12
2000	36	10
4000	36	14
10,000	36	15

(d) CS Dedicated Term Plan 2

<u>Commitment</u>			
<u>Level (\$)</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1,000	6%	8%	11%
5,000	7%	10%	13%
10,000	8%	12%	14%

(7) VIP Numbers

Minimum Monthly Charge

Switched \$100.00

Dedicated 1000.00

A fee will be charged if the monthly minimum is not met.

Fee

Switched \$15.00

Dedicated 50.00

Discount

Switched 5%

Dedicated 5

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.9 CS Services (Cont.)

G. Other CS Charges

See Section 4.3 for access line charges for CS Dedicated services.

See Section 4.2.5 for C Toll Free Features charges.

Monthly Recurring Charge - CS Switched

Minimum Monthly Charge \$50.00

If usage minimum not met, a fee of 10.00 will apply.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.10 CBFI

Switched access outbound calls are billed in 6-second increments after a 30-second minimum call duration. Dedicated access outbound calls are billed in 6-second increments after an 18-second minimum call duration.

A. CBFI Switched Outbound

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3755

Guam CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3755

B. CBFI Dedicated Outbound

	<u>Rate per Minute</u>
Mainland	\$0.2505
AK, HI, PR, USVI	\$0.2505

Guam CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2505

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.10 CBFI Services (Cont.)

C. CBFI Switched toll free

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3755

Non-Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3755

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3755

D. CBFI Dedicated toll free

Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2505

Non-Mainland

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2505

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.2505

E. CBFI Discounts

Optional Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$100-999	2%
1000-5000	4
5000+	6

F. CBFI Other Charges

See Section 4.3 for access line charges for Business First Dedicated services.

See Section 4.2.5 for C Toll Free Features charges.

4. RATES AND CHARGES (Cont.)

4.1.10.1 CBFI Rate Plans

The following rate plans are available to new customers who sign up for CBFI through Cable & Wireless USA’s LAO Direct Sales Channel. Domestic and international usage; optional Passport, and Conference Calling will be included in calculating customer’s total monthly usage\*. Depending on the usage level selected, a 25%, 30% or 40% discount will be applied to Conference Call rates that appear in Section 4.2.1 of this General Services Agreement, and in Section 3.10 of Carrier’s International GSA. Customer must bill a minimum of \$100 in CBFI switched access monthly usage after discounts are applied. If total monthly switched access usage is less than \$100, a \$25 monthly fee applies and will be added to customer’s bill. CBFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer’s total monthly dedicated usage, or its combined dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer’s bill. Applicable CBFI Rate Plan intrastate usage appears in Carrier’s intrastate interexchange Schedules; international usage is set forth in Section 3.4.1.1 of Carrier’s International GSA. Passport usage rates set forth in Section 3.6 of Carrier’s International GSA.

\*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

<b>LAO Direct Sales Channel Usage Level</b>	1st Min./ Add'l Min <b>Plan 1</b> (\$500)	1st Min./ Add'l Min. <b>Plan 2</b> (\$2,500)	1st Min./ Add'l Min. <b>Plan 3</b> (\$10,000)
Dedicated	\$.0604	\$.0499	\$.0420
Switched	\$.0840	\$.0788	\$.0709
Dedicated (AK,HI,PR,VI)	\$.0604	\$.0499	\$.0420
Switched (AK,HI,PR,VI)	\$.0840	\$.0788	\$.0709
Dedicated (Guam, CNMI)	\$.0604	\$.0499	\$.0420
Switched (Guam, CNMI)	\$.0840	\$.0788	\$.0709
Toll Free Dedicated	\$.0604	\$.0499	\$.0420
Toll Free Switched	\$.0840	\$.0788	\$.0709
Passport % Discount	10%	20%	30%
Conference Calling % Discount	25%	30%	40%

4. RATES AND CHARGES (Cont.)

4.1.10.2 CBFI Rate Plans (Cont.)

The following rate plans are available to customers who are members of Fortune 1000 Companies who sign up for CBFI through Cable & Wireless USA's NIA Sales Channel. Plan 6 customers are required to sign up for ISP service with a Company-designated ISP. Depending on the usage level selected, a 30%, 40% or 50% discount will be applied to Conference Call rates that appear in Section 4.2.1 of this General Services Agreement, and in Section 3.10 of Carrier's International GSA. Other terms and conditions mirror those set forth in Section 4.1.10.1.

<b>NIA Direct Sales Channel Usage Level</b>	1st Min./ Add'l Min <b>Plan 4</b> (\$5,000)	1st Min./ Add'l Min. <b>Plan 5</b> (\$15,000)	1st Min./ Add'l Min. <b>Plan 6</b> (\$25,000)
Dedicated	\$0499	\$0420	\$0394
Switched	\$0788	\$0709	\$0656
Dedicated (AK,HI,PR,VI)	\$0499	\$0420	\$0394
Switched (AK,HI,PR,VI)	\$0788	\$0709	\$0656
Dedicated (Guam, CNMI)	\$0499	\$0420	\$0394
Switched (Guam, CNMI)	\$0788	\$0709	\$0656
Toll Free Dedicated	\$0499	\$0420	\$0394
Toll Free Switched	\$0788	\$0709	\$0656
Conference Calling % Discount	30%	40%	50%
Passport % Discount	10%	20%	30%

4. RATES AND CHARGES (Cont.)

4.1.10.3 CBFI Agent Plans

CBFI Agent Plans are available to agents reselling Cable & Wireless USA's services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from \$30,000 to \$150,000. All CBFI usage, optional Conference Calling usage set forth in Section 4, herein, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off Conference Calling base rates. Customer must bill a minimum of \$100 in CBFI switched and or dedicated access monthly usage after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to the bill of customers whose average revenue commitment is under \$100,000. A \$50 Make Up to Minimum charge applies to Customers whose average revenue commitment is \$150,000. If total monthly usage falls below \$50, the difference between \$50 minimum and actual usage will be applied and added to customer's bill. Other terms and conditions mirror those of CBFI set forth in Section 4, herein.

<b>Agent Plan I</b>	1st Min./ Add'l Min <b>Platinum</b> (\$150,000)	1st Min./ Add'l Min. <b>Gold</b> (\$100,000)	1st Min./ Add'l Min. <b>Silver</b> (\$50,000)	1st Min./ Add'l Min. <b>Copper</b> (\$30,000)
Usage Level				
Dedicated	0.0410	0.0410	0.0436	0.0457
Switched	0.0683	0.0614	0.0646	0.0667
Dedicated (AK,HI,PR,VI)	0.0410	0.0410	0.0436	0.0457
Switched (AK,HI,PR,VI)	0.0683	0.0614	0.0646	0.0667
Dedicated (Guam, CNMI)	0.0410	0.0410	0.0436	0.0457
Switched (Guam, CNMI)	0.0683	0.0614	0.0646	0.0667
Toll Free Dedicated	0.0410	0.0410	0.0436	0.0457
Toll Free Switched	0.0683	0.0614	0.0646	0.0667
Directory Assistance	0.6500	0.6500	0.6700	0.7000
Conference Calling				
% Discount	40%	40%	30%	20%
Rates Include Discount:				
Meet-Me	0.2700	0.2700	0.3150	0.3600
800 Meet-Me	0.3600	0.3600	0.4200	0.4800
Operator Handled	0.3600	0.3600	0.4200	0.4800
Passcode Meet-Me	0.1680	0.1680	0.1960	0.2240
Toll free Passcode	0.2100	0.2100	0.2450	0.2800

4. RATES AND CHARGES (Cont.)4.1.10.3 CBFL Agent Plans (Cont.)

<b>Agent Plan II</b>	1st Min./ Add'l Min	1st Min./ Add'l Min.	1st Min./ Add'l Min.	1st Min./ Add'l Min.
	<b>Platinum</b>	<b>Gold</b>	<b>Silver</b>	<b>Copper</b>
Usage Level	(\$150,000)	(\$100,000)	(\$50,000)	(\$30,000)
Dedicated	0.0410	0.0368	0.0410	0.0436
Switched	0.0725	0.0551	0.0614	0.0646
Dedicated (AK,HI,PR,VI)	0.0410	0.0368	0.0410	0.0436
Switched (AK,HI,PR,VI)	0.0725	0.0551	0.0614	0.0646
Dedicated (Guam, CNMI)	0.0410	0.0368	0.0410	0.0436
Switched (Guam, CNMI)	0.0725	0.0551	0.0614	0.0646
Toll Free Dedicated	0.0410	0.0368	0.0410	0.0436
Toll Free Switched	0.0725	0.0551	0.0614	0.0646
Directory Assistance	0.6500	0.6000	0.6200	0.6500
Conference Calling % Discount	40%	50%	40%	30%
Rates Include Discount:				
Meet-Me	0.2700	0.2250	0.2700	0.3150
800 Meet-Me	0.3600	0.3000	0.3600	0.4200
Operator Handled	0.3600	0.3000	0.3600	0.4200
Passcode Meet-Me	0.1680	0.1400	0.1680	0.1960
Toll free Passcode	0.2100	0.1750	0.2100	0.2450

4. RATES AND CHARGES (Cont.)

4.1.10.4 CBFI Bronze Agent Plan

CBFI Bronze Agent Plan is available to agents that were reselling Cable & Wireless USA’s services primarily to small- to medium-sized business customers. All CBFI usage, optional Conference Calling usage set forth in Section 4, herein, will be included in calculating customer’s total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in CBFI switched access usage, and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer’s second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer’s bill. Other terms and conditions mirror those of CBFI set forth in Section 4, herein.

	1st Min./ Add'l Min
<b>CBFI Bronze</b>	
Dedicated	0.0499
Switched	0.0709
Dedicated (AK,HI,PR,VI)	0.0499
Switched (AK,HI,PR,VI)	0.0709
Dedicated (Guam, CNMI)	0.0499
Switched (Guam, CNMI)	0.0709
Toll Free Dedicated	0.0499
Toll Free Switched	0.0709
Directory Assistance	0.7300
Conference Calling	
% Discount	20%
Rates Include Discount:	
Meet-Me	0.3600
800 Meet-Me	0.4800
Operator Handled	0.4800
Passcode Meet-Me	0.2240
Toll free Passcode	0.2800

4. RATES AND CHARGES (Cont.)

4.1.10.5 CBFI Agent Platinum 2001

The following rates apply to CBFI Customers who did not subscribed to any Cable & Wireless USA’s service offerings within the last 90 days of signing up for this service, and who signed up for CBFI service via Cable & Wireless USA’s Business Markets Channel. All CBFI domestic usage, international traffic, and Conference Calling usage, set forth in Section 4.2 herein, will be included in calculating customer’s total monthly usage. International usage under this option appears in Section 3, of Schedule 4. Customers who utilize Conference Calling under this option are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in CBFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer’s second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer’s bill. Other terms and conditions mirror those of CBFI set forth in this Section.

<b>Call Type</b>	<b>Switched</b>	<b>Dedicated</b>
Interstate (outbound and toll free)	0.0551	0.0368
Ext Coverage (AK,HI,PR,VI,Guam)	0.0551	0.0368
<u>Directory Assistance</u>	\$0.6000	
Discount		
<u>Conference Calling</u>	40%	
<u>*Meet Me</u>	\$0.2700	
<u>*800 Meet Me</u>	\$0.3600	
<u>*Operator Handled</u>	\$0.3600	
<u>*Conference On Demand</u>		
Toll Free Dial In	\$0.2100	
Toll Dial In	\$0.1680	
Dial Out Domestic	\$0.3000	

\*Rates shown include the Conference Calling discount.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.11 Prepaid Calling Card

Per Unit Value

Prepaid Calling Card is valid until the expiration date printed on the card or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. Carrier shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in 1 minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at rates set forth below, covered by the Carrier-fixed dollar value of the card. The per unit value excludes any federal, state and local taxes or surcharges that may be assessed in conjunction with the Service used. Federal, state and local taxes and surcharges vary, depending on the location from which the card is used. Unless otherwise stated in this General Services Agreement, a 2-unit surcharge will be added to all Prepaid Calling Card calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees. Federal, state and local taxes and surcharges vary, depending on the location from which the card is used.

Rates:

All interstate traffic = 1 unit per minute.

Plan A - Corporate Card

<u>Minimum Purchase (\$)</u>	<u>Rate per Unit (\$)</u>
0 - 499.99	.35
500.00 - 999.99	.32
1,000.00 - 1,999.99	.28
2,000.00 - 3,499.99	.25
3,500.00 - 4,999.99	.21
5,000.00 +	.18

Plan B - CAD

Rate per Unit	\$ .27
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Plan C - Medium Volume Purchases

<u>Minimum Purchase (Units)</u>	<u>Rate per Unit (\$)</u>
500,000 - 999,999	0.21
1,000,000 - 1,999,999	0.20
2,000,000 - 2,999,999	0.19
3,000,000 - 3,999,999	0.18
4,000,000 - 4,999,999	0.17
5,000,000 - 5,999,999	0.16

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.11 Prepaid Calling Card (Cont.)

Plan D - High Volume Purchasers

<u>Minimum Purchase (Units)</u>	<u>Rate per Unit (\$)</u>
6,000,000 - 7,999,999	0.159
8,000,000 - 11,999,999	0.155
12,000,000 - 15,999,999	0.150
16,000,000 - 19,999,999	0.145
20,000,000 - 23,999,999	0.140
24,000,000 - 29,999,999	0.135
30,000,000 +	0.130

Plan E - Image Card

<u>Minimum Purchase (\$)</u>	<u>Rate per Unit (\$)</u>
0-99.99	0.60
100.00 - 199.99	0.55
200.00 - 299.99	0.50
300.00 - 399.99	0.45
400.00 +	0.40

PLAN F - CST

<u>Surcharge per call:</u>	\$0.25
<u>Rate per minute:</u>	\$0.19

4.1.12 CBFB

Switched access outbound calls are billed in 6-second increments after a 30-second minimum call duration. Dedicated access outbound calls are billed in 6-second increments after a 18-second minimum call duration.

A. CBFB - Switched Outbound

	\$0.3009/minute
<u>Guam</u>	\$0.3009/minute
<u>CNMI</u>	\$0.3009/minute
<u>(Rota, Saipan, Tinian)</u>	
<u>(AK, HI, PR, VI) Switched /Inbound/Outbound</u>	
	\$0.3009

B. CBFB - Dedicated Outbound

	\$0.1828/minute
<u>Guam</u>	\$0.1828/minute
<u>CNMI</u>	\$0.1828/minute
<u>(Rota, Saipan, Tinian.)</u>	
<u>(AK, HI, PR, VI) Dedicated Inbound/Outbound</u>	
	\$0.1828

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.12 CBFB

D. CBFB - toll free Switched

\$0.3009/minute

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.3009

E. CBFB - toll free Dedicated

\$0.1828/minute

Guam, CNMI (Rota, Saipan, Tinian)

<u>Mileage</u>	<u>Rate per Minute</u>
All	\$0.1828

F. MMUC

\$25.00

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.12 CBFB

F. CBFB - Discounts

(1) Volume & Term Commitment Discount

<u>Net Monthly Commitment</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>
\$100	5%	7.5%	10.0%
\$250	7.5%	10.0%	15.0%
\$1,000	10.0%	12.5%	17.5%
\$2,500	12.5%	15.0%	20.0%
\$5,000	15.0%	17.5%	22.5%
\$10,000	20.0%	22.5%	27.5%
\$15,000	25.0%	27.5%	32.5%

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.12 CBFB

CBFB S.U.N.

Customers currently on CBFB S.U.N. receive 15% off CBFB switched inbound and outbound rates, conference calling and travel card rates. In addition, S.U.N. customers may receive additional discounts or a discounted rate upon enrollment into a term plan as follows:

**ONE YEAR TERM**

<b>Monthly Usage</b>	<b>Outbound/toll free % Discount</b>	<b>Conference Call % Discount</b>
Commitment Levels		
\$100	5.0	5.0
\$1,000	7.5	7.5
\$2,500	10.0	10.0
\$5,000	12.5	12.5
\$7,500	15.0	15.0
\$10,000	17.5	17.5
\$15,000	20	20

**TWO YEAR TERM**

<b>Monthly Usage</b>	<b>Outbound/toll free % Discount</b>	<b>Conference Call % Discount</b>
Commitment Levels		
\$100	5.0	5.0
\$1,000	10.0	10.0
\$2,500	12.5	12.5
\$5,000	15.0	15.0
\$7,500	17.5	17.5
\$10,000	20.0	20.0
\$15,000	22.5	22.5

**THREE YEAR TERM**

<b>Monthly Usage</b>	<b>Outbound/toll free % Discount</b>	<b>Conference % Discount</b>
Commitment Levels		
\$100	10	10
\$1,000	15	15
\$2,500	17.5	17.5
\$5,000	20	20
\$7,500	22.5	22.5
\$10,000	25	25
\$15,000	30	30

**Conditions:**

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound toll free, International toll free, Passport and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, Carrier will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless Carrier notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies Carrier in writing at least 30 days prior to expiration. Dedicated CBFB traffic is not eligible for CBFB S.U.N. CBFB S.U.N. is not available with any other offers, promotions or discounts.

4. RATES AND CHARGES (Cont.)4.1 Switched Service (Cont.)4.1.12 CBFBCBFB E

CBFB E is no longer available for acquisition. Customers currently on CBFB E receive the following discounts:

Interstate switched outbound and toll free/888:	18.40%
Interstate dedicated outbound and toll free/888:	2.38%
Interstate and International Conference Calling:	15%

CBFB E is not available with any other offers, promotions or discounts.

CBFB H

CBFB H is available to new Customers who sign up with Carrier. CBFB H is not available to customers currently presubscribed to Carrier, except for CBFB E customers, who may request to migrate from the CBFB E to CBFB H.

Under CBFB H, the following discounts or special rates are available:

- 22.33% off CBFB switched interstate outbound and toll free/888/877 calls
- 15% off CBFB interstate outbound and toll free/888/877 calls
- 10% discount off of Customer selected Global Priority Countries, excluding the following countries: Kyrgyzstan, Hong Kong, Jamaica, Mexico, and Tokelau
- 15% off CBFB Conference Calling
- 8.07% discount off of CBFB dedicated outbound and inbound traffic

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.13 CC

New Associations who sign up for CC service are eligible to receive a 5% volume discount based upon international, domestic intrastate and interstate usage. Volume discount excludes directory assistance, conference call, and 976 surcharge.

Usage Rates

All Mileage Bands

Switched Outbound

\$0.1360

Dedicated Outbound

\$0.1004

Switched Inbound

\$0.1360

Dedicated Inbound

\$0.1004

Guam/CNMI, Dedicated Outbound

\$0.1004

Guam/CNMI, Switched Outbound

\$0.1360

Term Plans - Depending on the term plan length selected, and provided that the Minimum Monthly Usage requirement set forth below and on the following page is met, Customer may receive the following discounts off of dedicated and switched access CC, and Partner CC calls. Term plan discounts apply only to the Customer's interstate usage. Directory assistance, intrastate and international usage, conference calls and the 976 surcharge do not apply in calculating term plan discounts.

Minimum Monthly Usage	Term Length	Discount
\$50	12 months	5%
\$1000	12 months	5%
\$50	24 months	16%
\$1000	24 months	16%
\$50	36 months	20%
\$1000	36 months	20%

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.13 CC

CIXCR

Offers CC switched access inbound and outbound service, available with Company designated internet access provider. Mexico traffic, interstate and extended U.S. traffic, including weekday and weekend usage, is billed at a flat rate in 60 second increments with a 60-second minimum thereafter, excluding Travel usage that is billed in 30-second increments with a six-second minimum thereafter. Interstate rates are set forth below. Excluding Mexico traffic, international usage rates are the same as those for CWC Complete set forth in Section 3.21 of the Company's International GSA. Rates that apply to Mexico traffic appear in Section 3.16 of International GSA. Carrier Intrastate usage is billed at the rates that apply to CC, set forth in the Rates Section of the applicable Carrier intrastate interexchange Schedules. Set up fees are the same as those for CC in Section 4.1.13 of this General Services Agreement. Effective June 1, 2001, Customer must bill a minimum of \$15 in long distance usage per month. Directory assistance, conference calls and 976 calls do not apply in meeting the monthly minimum usage requirement. If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

Interstate/Extended U.S. (AK, HI, VI, PR)  
Rates-All Mileage:

Switched Inbound  
\$0.0945 - Weekday\*  
\$0.0735 - Weekend#

Switched Outbound  
\$0.0945 - Weekday  
\$0.0735 - Weekend

#Weekend rate time period applicable to CIXCR: Sat. 12:01 a.m. to Sun. 11:59 p.m. and Company recognized holidays.

\*Day, Evening, and Night rate time period(s) appear in Section 3.2.4 of this General Services Agreement.

Guam/CNMI Switched Inbound/Outbound  
\$0.0945

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.13 CC

CIXCR (Cont'd)

CVP

CVP is a switched access offering available only to CVISP's that resell CL to their end users. Usage rates are set forth below. Monthly minimum usage charges, billing increments, intrastate and international usage rates, and rate time period are the same as those that apply to CIXCR set forth on the proceeding page.

Switched Inbound  
\$0.0700 - Weekday  
\$0.0500 - Weekend

Switched Outbound  
\$0.0700 - Weekday  
\$0.0500 - Weekend

4. RATES AND CHARGES (Cont.)4.1 Switched Service (Cont.)4.1.13 CIXCB

CIXCB offers CC switched or dedicated access, inbound and outbound service, that is available to customers of Company designated internet service provider. A flat rate applies to all traffic types including interstate and extended U.S. coverage, international and intrastate usage. Switched access usage is billed in 30-second increments with a 6-second minimum thereafter. Dedicated outbound usage is billed in 18-second increments with a 6-second minimum. Dedicated inbound usage is billed in 30-second increments with a 6-second minimum. Interstate rates are set forth below. Intrastate usage is billed at the rates that apply to CC, set forth in the Rates Section of the applicable Carrier intrastate interexchange Schedules. Mexico traffic is billed in 60-second increments with a 60-second minimum. International usage is billed as set forth under CWC Complete in Section 3.21 of Carrier International GSA. Conference Calling and Passport service is billed in 60-second increments with a 60-second minimum at the rates set forth in Section 4.2, herein. Minimum usage requirements and set up fees are the same as those for CC that appear in Section 4.1.13, herein. Directory Assistance, conference calls and 976 calls do not apply in meeting the monthly minimum usage requirement.

Interstate/Extended U.S. (AK, HI, VI, PR)\*  
Rates-All Mileage:

Switched  
\$0.0840

Dedicated  
\$0.0630

Guam/CNMI Switched  
\$0.0840

Guam/CNMI Dedicated  
\$0.0630

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.13 Partner CC Usage Rates  
All Mileage Bands

Switched Outbound  
\$.1201

Dedicated Outbound  
\$.0855

Switched Inbound  
\$.1201

Dedicated Inbound  
\$.0855

Guam/CNMI, Dedicated Outbound  
\$.0855

Guam/CNMI, Switched Outbound  
\$.1201

Fees

Minimum Billed Monthly Usage Charges

<u>Switched</u>	<u>Dedicated</u>
\$50	\$1000

If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill. Directory assistance, 976 calls, and conference calls do not apply in meeting the minimum usage requirement.

<u>Programmable toll free</u>	
Monthly fee per each toll free number	\$ 5.00

<u>toll free Directory Assistance</u>	
Monthly fee per each toll free number	\$15.00

<u>Accounting Features</u>	
Monthly fee per account with alpha account codes	\$ 5.00
Monthly fee per account with security codes	\$10.00

Up to 25 codes allowed per account.

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.13 CC (Cont.)  
Additional Options

Conference Service

See Section 4.2 for Conference Service charges

Billing (Per Location)

Specialized Call Detail

Set-up	-0-
Monthly fee	\$25

Weekly Billing

Set-up	-0-
Weekly fee	\$85

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.14 CG\*

Usage is billed at a flat rate that is not time or distance sensitive, in one second increments after an 18-second per call minimum.

All Mileage:

<u>Interstate</u>	<u>Per Minute Rate</u>
ON/ON	\$0.0797
ON/OFF	\$0.1164
OFF/ON	\$0.1164
OFF/OFF	\$0.1531
ON/ON Data	\$0.0797
ON/OFF (AK,HI,PR,VI)=	\$0.1164
OFF/OFF (AK,HI,PR,VI)=	\$0.1531
ON/OFF (GUAM,CNMI)=	\$0.1164
OFF/OFF (GUAM,CNMI)=	\$0.1531

CG Volume Discount Schedule: Discount schedule based on CG monthly usage level and term commitment. Discount based on intrastate, interstate, and international usage for CG calls originating in the U.S. Directory Assistance, 976 surcharges, monthly recurring and non-recurring charges do not apply in calculating discounts.

<u>Monthly Volume</u>	<u>TERM COMMITMENT</u>		
	<u>% Discount</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0%	0%	0%
\$25,000-\$49,999	5%	7%	10%
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

**\*CG Global Discount schedule, monthly recurring, non-recurring Service Fees and optional Billing Services set forth in Carrier's International GSA.**

4. RATES AND CHARGES (Cont.)

4.1 Switched Service (Cont.)

4.1.14.1 CG Rate Plans

CG rate plans are designed primarily for new business customers. Toll Free and Conference Calling are available in conjunction with Customer’s CG service. The Customer’s overall Carrier voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates set forth in Section 4, herein. No other discounts apply under this option. Customer must bill a minimum of \$100 in total CG switched access monthly usage per location after discounts are applied. If total monthly switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer’s bill. CG dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of Customer’s total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to Customer’s bill. International usage under this option is set forth in Carrier’s International GSA; intrastate usage appears in applicable intrastate Schedules.

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
<u>Usage Levels</u>	\$100,000	\$75,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.0600	\$0.0600	\$0.0625	\$0.0675
<u>Switched Inbound/toll free</u>	\$0.0575	\$0.0600	\$0.0625	\$0.0675
<u>Switched</u>				
(AK,HI,PR,VI)	\$0.1275	\$0.1350	\$0.1375	\$0.1425
(Guam, CNMI)	\$0.5400	\$0.5475	\$0.5500	\$0.5550
<u>Dedicated Outbound</u>	\$0.0350	\$0.0350	\$0.0375	\$0.0425
<u>Dedicated Inbound/toll free</u>	\$0.0325	\$0.0350	\$0.0375	\$0.0425
<u>Dedicated</u>				
(AK,HI,PR,VI)	\$0.0875	\$0.0950	\$0.0975	\$0.1025
(Guam, CNMI)	\$0.5100	\$0.5175	\$0.5200	\$0.5250
<u>On to On Flat Rate</u>	\$0.0225	\$0.0325	\$0.0375	\$0.0425
<u>Discount</u>				
Conference Calling	55%	50%	40%	30%

4. RATES AND CHARGES (Cont.)4.2 Additional Options4.2.1 Conference Service

Meet Me - all conferees are given an access number for a prearranged reconference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute                      \$.45

Toll Free - all conferees are given an toll free access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute                      \$.60

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute                      \$.60

Conference-On-Demand - An audio conferencing capability designed to make conference calling accessible users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers. Service types and per minute usage rates are as follows:

Dial-in Toll free	\$0.3500
Dial-in Toll	\$0.2800
Dial-out Interstate	\$0.5000
Dial-out International	\$1.5000

4.2.2 Directory Assistance

This service is available to all Carrier customers.

Charge per Call                                      \$1.50

4.2.2.1 Payphone Compensation Surcharge

Unless otherwise stated in this General Services Agreement, Carrier will assess a non-discountable

\$0.26 per call surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

4.2.3 976 Surcharge

Calls by customers to 976-XXXX numbers are assessed a surcharge.

Charge per Call                                      \$2.25

4.2.4 toll free Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete toll free calls exceed 50% of all toll free call attempts.

Per incomplete Call Attempt                      \$.05

4.2.5 toll free Features

toll free Directory Assistance                      \$15/month

Call Allocation by Area Code/Exchange

Set Up Fee    \$80

Monthly Recurring Charge                      \$80.

4. RATES AND CHARGES (Cont.)

4.2 Additional Options (Cont.)

4.2.5. toll free Features (Cont.)

Call Allocation by %

Set Up Fee	\$80
Monthly Recurring Charge	\$80

Day of Year, Time of Day, Day of Week

	<u>Set Up Fee</u>	<u>Monthly Charge</u>
Time of Day	\$30	\$15
Day of Week	30	15
Day of Year	80	0

DNIS

Set up Fee	\$35/number (Maximum: \$500)
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Extended Coverage (to include AK, HI, PR, US VI)

Set up Fee	\$50
Monthly Recurring Charge	\$10.00

Overflow Manager

Set Up	\$30
Monthly Recurring Charge	\$30

Programmable toll free

\$5/month

Selected Coverage

	<u>Set Up Fee</u>	<u>Monthly Charge</u>
By Area Code	\$30	\$5
By Exchange	\$80	\$10.

4. RATES AND CHARGES (Cont.)

4.2 Additional Options (Cont.)

4.2.6 Operator Services

A. Usage Rates - Mainland, Hawaii, Alaska, Puerto Rico, U.S. Virgin Islands, Guam, CNMI (Rota, Saipan, Tinian), Wake and Midway Islands, but excluding Alaska, Wake, and Midway Islands-origination.

Mileage	<u>Day</u>		<u>Evening</u>		<u>Night</u>	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
1-10	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
11-22	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
23-55	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
56-70	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
71-124	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
125-292	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
293-430	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
431-925	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
926-1910	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
1911+	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000

B. Per Call Surcharges

<u>Directory Assistance</u>	<u>Rate</u>
0+ Third Party Verbal	
0+Third Party Verbal	\$1.50
0+ LEC Card	\$1.50
0- LEC Card	\$1.50
 <u>Station to Station</u>	
0+Collect	\$2.45
0- Collect	\$3.60
0+ Third Party	\$2.45
0- Third Party	\$3.60
0+ LEC Card	\$2.45
0- LEC Card	\$3.60
 <u>Person to Person</u>	
0+ Collect	\$4.90
0- Collect	\$4.90
0+ Third Party	\$4.90
0- Third Party	\$4.90
0+ LEC Card	\$4.90
0- LEC Card	\$4.90.

4. RATES AND CHARGES (Cont.)4.2 Additional Options (Cont.)4.2.6 Operator Services (Cont.)

LEC Mechanized Domestic	\$1.45
LEC Mechanized Int'l	\$2.45
Busy Line Verify LEC/PTT	\$6.50
Emergency Interrupt LEC/PTT	\$13.00

\*Emergency Interrupt services include Busy Line Verify surcharges.

4.2.7 Charge for Returned Checks

Charge per each time that the check or another form of payment is returned by a bank or another financial institution unpaid: \$25.00

4.2.8 Expedite Charge

Charge for expedited installation.

Service with dedicated access: \$250.00/ea. exp. installation.

4. RATES AND CHARGES (Cont.)4.3 Dedicated Access Lines4.3.1 Switched 56

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
T1 Port Charge (Per T1)*	\$490	\$150
Access Coordination (Per Location)	\$100	-0-
T1 Local Loop - Pass through of access carrier charges.		

4.3.2 T1

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
T1 Port Charge (Per T1)*	\$490	\$150
Access Coordination (Per Location)	\$100	-0-
T1 Local Loop - Pass through of access carrier charges.		

\*A discount of 5% up to 25% off of local exchange carrier (LEC) standard pricing for T1 access applies to domestic usage.

4.3.3 Dedicated Access Line

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Dedicated Access Per Line	n/a	\$150
Up to 10 miles	n/a	\$130
Each Add'l 5 miles	n/a	\$30

## 4.3.3.1 End User Common Line (EUCL)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Line Multiline Business Subscriber		
California	n/a	\$6.15
New York	n/a	\$8.27
Per Single Line Business Subscriber		
California	n/a	\$3.50

4. RATES AND CHARGES (Cont.)

4.3 Dedicated Access Lines (Cont.)

4.3.4 Optional Equipment & Services

Optional features are available with T1, Switched 56, and Dedicated Access Line local distribution channels.

A. <u>Channel Service</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Channel Bank	\$500	\$660
Drop & Insert CSU	\$160	\$295
Voice CSU	\$100	\$35

Term Plan - Optional Term Plans are available as follows:

	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>
Channel Bank	\$540	\$345	\$280
Drop & Insert CSU	\$250	\$175	\$155
Voice CSU	\$35	\$35	\$35

B. Switched 56 DSU/CSU\*

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
1-3	\$150*	\$95 each
4-8	\$150*	\$86 each
9+	\$150	\$76 each

\*Non-recurring charge applies per location.

C. Reconfiguration Charge

Per reconfiguration	\$100
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D. Expedite

Per expedite	\$250
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\*CSU = Channel Service Unit

\*DSU = Data Service Unit

4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.1 CTLD

A. Switched Interstate

Switched outbound, switched inbound, dedicated inbound and calling card calls are billed in 6-second increments after a 30 second minimum call duration. Dedicated outbound calls are billed in 6-second increments.

<u>Term Commitment</u>	<u>Outbound RPM (\$) - Mainland</u>	<u>Inbound RPM (\$) - Mainland</u>
Month-to Month	0.129	0.139
1 Year	0.125	0.135
2 Year	0.123	0.133
3 Year	0.119	0.129

	<u>RPM (\$) AK, HI, PR, USVI</u>	<u>RPM (\$) AK, HI, PR, USVI</u>
N/A	0.166	0.166

B. Dedicated Interstate

<u>Term Commitment</u>	<u>Outbound RPM (\$) - Mainland</u>	<u>Inbound RPM (\$) - Mainland</u>
1 Year	0.079	0.085
2 Year	0.077	0.087
3 Year	0.075	0.085

	<u>RPM (\$) AK, HI, PR, USVI</u>	<u>RPM (\$) AK, HI, PR, USVI</u>
N/A	0.125	0.125

C. Minimum Monthly Usage Charge (MMUC)

Per C Toll Free Number	\$10.00
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4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.3 Partner CBF I

Minimum monthly usage of \$100 applies. The usage may include all customer's partner CBF I traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each time that the minimum monthly volume requirement is not met.

A. Partner CBF I I - Term Plans

Switched Outbound

Mileage	Base Rate	1 Year	2 Year	3 Year
All	43.33%	2%	3%	5%

Switched Toll Free

Mileage	Base Rate	1 Year	2 Year	3 Year
Mainland	43.33%	2%	3%	5%
AK, HI, PR, USVI	43.33%	2%	3%	5%

Dedicated Outbound

Mileage	Base Rate	1 Year	2 Year	3 Year
All	34.99%	2%	3%	5%

Dedicated Toll Free

Mileage	Base Rate	1 Year	2 Year	3 Year
Mainland	34.99%	2%	3%	5%
AK, HI, PR, USVI	34.99%	2%	3%	5%

4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.3 Partner CBFI

A. Partner CBFI I

Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

\*/ Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 4.2.1 of this General Services Agreement), as well as intrastate and international Partner CBFI I and Conference Calling usage.

Directory Assistance

Rate per call \$1.50

B. Partner CBFI II Term Plans

Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Year.</u>	<u>2 Year</u>	<u>3 Year</u>
All	43.33%	2%	3% 5%	

Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Mainland	43.33%	2%	3%	5%
AK, HI, PR, USVI	43.33%	2%	3%	5%

Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
All	39.49%	2%	3%	5%

Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Mainland	39.49%	2%	3%	5%
AK, HI, PR, USVI	39.49%	2%	3%	5%

4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.3.

A. Partner CBF I

Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

\*/ Usage includes all Partner CBF I usage plus Conference Calling usage (see Section 4.2.1 of this General Services Agreement), as well as intrastate and international Partner CBF I and Conference Calling usage.

Directory Assistance

Rate per call \$1.50

B. Partner CBF I III

Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	50.07%	2%	3%	5%

Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
Mainland	50.07%	2%	3%	5%
AK, HI, PR,	50.07%	2%	3%	5%
USVI				

Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	46.65%	2%	3%	5%

Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
Mainland	46.65%	2%	3%	5%
AK, HI, PR,	46.65%	2%	3%	5%
USVI				

4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.3 Partner CBF

Rates for Guam and CNMI

	<u>PCBFI I</u>	<u>PCBFI II</u>	<u>PCBFI III</u>
Switched/Outbound	43.33%	43.33%	50.07%
Dedicated/Outbound	34.99%	39.49%	46.65%
Switched/Inbound	43.33%	43.33%	50.07%
Dedicated/Inbound	39.49%	43.71%	46.65%

4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.3 Partner CBF I

B. Partner CBF I II

Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

\*/ Usage includes all Partner CBF I usage plus Conference Calling usage (see Section 4.2.1 of this General Services Agreement), as well as intrastate and international Partner CBF I and Conference Calling usage.

Directory Assistance

Rate per call \$1.50

4. RATES AND CHARGES (Cont.)

4.4 Alternative Channels Services

4.4.5 CPLD

An inbound and outbound switched access 1+ service, available only via select distribution channels. All calls are billed in six (6) second increments after a thirty (30) second minimum per call duration.

<u>Average Monthly Volume</u>	<u>Switched Outbound</u>	<u>Switched Inbound/toll free</u>
\$1.00 - \$150.00	\$.2290	\$.2290
\$151.00 - \$250.00	\$.1890	\$.1890
\$251.00 - \$350.00	\$.1790	\$.1790
\$351.00 - \$450.00	\$.1490	\$.1490
\$451.00 - \$550.00	\$.1390	\$.1390
\$551.00 - \$650.00	\$.1290	\$.1290
\$651.00 - \$750.00	\$.1190	\$.1190
\$751.00 - \$850.00	\$.1090	\$.1090
\$851.00 - \$950.00	\$.0990	\$.0990
\$951.00 - \$1,000.00+	\$.0890	\$.0890

4.4.6 CW

An inward switched access toll free toll service, available via select distribution channels including outside sales force. All calls are measured in 30 second increments after a 6 second per call minimum at the rate set forth below. A one time installation fee, and monthly access fee for introductory, intermediate, or advanced tele-broadcasting services is set forth below.

Per Minute Usage Rate  
\$.2500

<u>Fees</u>	<u>Installation</u>	<u>Monthly Access</u>
Introductory	\$25.00	\$25.00
Intermediate	\$98.00	\$98.00
Advanced	\$196.00	\$196.00

5. SERVICE AVAILABILITY

5.1 Switched Services

Originating service is available, subject to Carrier's ability to obtain appropriate access facilities for its various services. Universal origination is available on all toll free services. Carrier provides universal termination coverage.

5.2 Special Arrangements

Arrangements will be developed on a case-by-case basis in response to a bonafide request from a customer or prospective customer to develop a competitive bid for a service offered under this General Services Agreement. Rates quoted in response to such competitive requests may be different than those specified for such services in this General Services Agreement. Individual case basis rates will be offered to the Customer in writing and on a non-discriminatory basis.

6. PROMOTIONAL OFFERING

6.1 General

Carrier will periodically make promotions available to its customers. Promotional offerings are of limited duration and subject to availability.

6. PROMOTIONAL OFFERINGS (Cont.)

6.2 Intelligent Voice Routing Promotion

Effective with this General Services Agreement, Customers who subscribed to Cable & Wireless USA's BFI 800 Toll Free service, prior to the date Primus began providing services, are eligible to participate in a three-month trial promotion of Carrier Network Intelligent Voice Routing (NIVR) service. NIVR facilitates access to information through menu routing custom announcements and database. NIVR charges, set up and monthly recurring charges are waived for the three-month trial period. Usage rates for BFI 800 Toll Free service traffic apply as set forth in Section 4.1 of this General Services Agreement.

6. PROMOTIONAL OFFERINGS (Cont.)6.3 CC Discount 1

New customers who signed up for Cable & Wireless USA Complete service, as set forth in Section(s) 3.1.6, and 4.1.13 of this General Services Agreement by February 1, 2002, are eligible to receive a percentage discount off of CC usage rates. Applicable interstate percentage discounts are as follows: switched outbound and inbound 21.5000%, dedicated outbound and inbound 17.7200%. The percentage discount that applies to Cable & Wireless USA Complete Discount 1 intrastate usage is set forth in Carrier's intrastate interexchange Schedules, excluding the following states and discounts: Tennessee 12.5%, Michigan 23.81%, and Indiana 29.67%. In addition, customers are eligible to receive a 15.0000% discount off of Cable & Wireless USA Complete International service, as set forth in Section 3.21 of Carrier's International GSA. Percentage discounts apply for the life of the account. Said Customers are also eligible to receive Association discounts, Referral Endorser discounts, and GPC discounts up to 20%. Cable & Wireless USA Complete Discount promotion is not available with term plans, or any other discounts or promotions. Should customer wish to switch to another Carrier product, this promotion will be null and void.

CC Discount 2

Customers who signed up for Cable & Wireless USA Complete service, as set forth in Section(s) 3.1.6 and 4.1.13 of this General Services Agreement by February 1, 2002, and agree to a monthly commitment of \$20,000, are eligible to receive a percentage discount off of CC Interstate usage rates. Applicable interstate percentage discounts are as follows: switched outbound and inbound 29.9000%, dedicated outbound and inbound 30.3700%. In addition, customers are eligible to receive a 15.0000% discount off of rates that apply to CC International service, as set forth in Section 3.21 of Carrier's International GSA. Percentage discounts apply for the life of the account. Fees, Features, Directory Assistance, 976 calls, Payphone surcharges, and all associated taxes and surcharges are excluded and do not contribute to meeting the monthly minimum usage requirement. CC Discount 2 Customers are also eligible to receive Association discounts, Referral Endorser discounts, and GPC discounts up to 20%. This promotion is not available with term plans, or any other discounts or promotions. Should customer wish to switch to another Carrier product, this promotion will be null and void.

6. PROMOTIONAL OFFERINGS (Cont.)6.4 XIX Complete Promotion

Offers CC switched access inbound and outbound service. All usage, including Mexico traffic, interstate and extended U.S. traffic, is billed at a flat rate in 60 second increments with a 60-second minimum thereafter. Interstate rates appear below. International usage rates are the same as those for CWC Complete set forth in Section 3.21 of Company's eSchedule No. 4. Intrastate usage is billed at the rates that apply to CC, set forth in the Rates Section of the applicable Carrier intrastate interexchange tariffs. Set up fees are the same as those for CC in Section 4.1.13 herein. Customer must bill a minimum of \$15 in long distance usage per month. Directory assistance, conference calls and 976 calls do not apply in meeting the monthly minimum usage requirement. If monthly minimum usage is not met in any month, the difference between Customer's actual usage and the \$15 minimum will be assessed and added to Customer's bill.

Interstate/Extended-  
All Mileage/All Time Periods

Switched Inbound & Outbound - \$.1300

Guam/CNMI Switched Inbound and Outbound - \$.1300