



ADVICE LETTER NUMBER ONE VIA OVERNIGHT DELIVERY

22 February, 1999

Florida Public Service Commission Division of Records and Reporting Certification and Compliance Section 2540 Shumard Oak Blvd., Gunter Bldg. Tallahassee, Florida 32399-0850

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Greetings:

Enclosed you will find one original and six copies each of International Telcom, Ltd.'s Florida Price List Number 2 for Access Services. This is filed pursuant to the authority granted to International Telcom, Ltd. to operate in the State of Florida as an Alternative Local Exchange Carrier of telecommunications services (Certificate Number 5531; Order Number PSC-97-1494-FOF-TX). International Telcom, Ltd.'s Florida Price List Number 1 for Local Exchange Services will follow shortly.

International Telcom, Ltd. would also like to use the opportunity of this submission to update information submitted with its original ALEC application of October 9, 1997 as follows (information refers to line numbers on Form PSC/CMU 8 (11/95):

5. New phone number 1-800-733-1335.

10. Application liaison Mike K. Tyler

417 2nd Ave. West Seattle, WA 98119 800-733-1335 800-516-9993 fax miket@itltd.net.

15. Price Lists One attached one pending.

International Telcom, Ltd. now intends to operate as a facilities based carrier and, as can be seen in the Price List submissions, has satisfied the PSC's concerns regarding provision of emergency 911 access.

Please return a stamped copy of the extra copy of this letter in the enclosed prepaid envelope.

If you have any questions regarding these materials, please do not hesitate to communicate

them to me. Thank you for your consideration.

Mike K. Tyler

Director, Local Exchange Services

DOCUME! PER-DA

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CATING

TITLE PAGE

ACCESS SERVICES

INTERNATIONAL TELCOM, LTD.

REGULATION AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO ACCESS SERVICES WITHIN THE STATE OF FLORIDA

Application of Price List

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access and point-to-point service within the State of Florida by International Telcom, Ltd.

CHECK SHEET

Sheets 1-97 inclusive of this price list as of the date shown.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
Title	Original	34	Original	68	Original
1	Original	35	Original	69	Original
2	Original	36	¹ Original	70	Original
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6	Original	40	Original	74	Original
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10	Original	44	Original	78	Original
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22	Original	56	Original	90	Original
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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS

The following symbols shall be used in this price list for the purpose indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

I – To signify increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

T - To signify a change in text but no change in rate or regulation.

Z - To signify a correction.

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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of International Telcom, Ltd. are defined below.

Access Code: A uniform five or seven digit code assigned by International Telcom, Ltd. to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101-XXXX.

<u>Access Service</u>: Switched or Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

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

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

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special price list if private agreements are permitted by applicable governmental rules.

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

Bit: The smallest unit of information in the binary system of notation.

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

<u>Channel(s)</u>: An electrical or, in the case of fiber optic-based transmission systems, a photopic communications path between two or more points of termination.

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

Conventional Signaling: The inter-machine signaling system that has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment wink are included in this signaling sequence.

<u>Customer</u>: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with International Telcom, Ltd.'s price list regulations.

<u>Dedicated</u>: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

<u>Duplex Service</u>: Service which provides for simultaneous transmission in both directions.

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

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service. An Exchange Carrier can either be a Bell Operating Company or an independent company (including competitive local exchange carriers), which provide local transmission service.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Firm Order Confirmation (FOC)</u>: Acknowledgment by International Telcom, Ltd. of receipt of an Access Service Request from the Customer and commitment by International Telcom, Ltd. of a Service Date.

<u>Hub</u>: The location where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

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

<u>J-Factor</u>: Proprietary algorithm utilized by International Telcom, Ltd. when, and only when, the Madeline Starworth protocol has been invoked within a telephonic context.

<u>Joint User</u>: A person, firm or corporation designated by the Customer as a user of Access facilities furnished to the Customer by International Telcom, Ltd., and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of bits per second.

<u>LATA</u>: Local Access and Transport Area. Under the terms of the Modification of Final Judgment (MFJ), a geographical area within which a divested Bell Operating Company (BOC) is permitted to offer exchange telecommunications and exchange access services.

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

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

<u>Local Switching Center</u>: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Mbps: Megabits or millions of bits, per second.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each exchange company involved in providing a portion of the access service agrees to bill under its respective price list.

Network: International Telcom, Ltd.'s telecommunications facilities.

<u>Network Services</u>: International Telcom, Ltd.'s telecommunications Access Services offered on International Telcom, Ltd.'s Network.

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

Off-Hook: The active condition of switched access or a telephone exchange service line.

Off-Net: A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which International Telcom, Ltd.'s Local Switching Center, which is providing service to the Customer, is located.

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

On-Net: A Customer is considered to be On-Net when its point of presence is served by the same Hub in which International Telcom, Ltd.'s Local Switching Center, which is providing service to the Customer, is located.

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

<u>Point of Presence</u>: Location where the Customer maintains a facility for purposes of interconnecting to International Telcom, Ltd.'s Network.

<u>Point to Point Service</u>: An unswitched full time transmission service utilizing International Telcom, Ltd.'s facilities to connect two or more Customer designated locations.

<u>Premises</u>: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property.

<u>Presubscription</u>: An arrangement whereby an End User may select and designate to International Telcom, Ltd. an Interexchange Carrier (IXC) it wishes to access, without an access code, for completing interLATA calls. The selected IXC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

<u>Public Service Commission</u>: The Florida Public Service Commission.

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

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service, the first day following the date on which International Telcom, Ltd. notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If International Telcom, Ltd. does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Network Services executed by the Customer and International Telcom, Ltd. in a format devised by International Telcom, Ltd.; or, in the alternative, the, submission of an Access Service Request by the Customer in the manner specified in this price list. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by International Telcom, Ltd. initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

<u>Service(s)</u>: International Telcom, Ltd.'s telecommunications Access Services offered on International Telcom, Ltd.'s Network.

<u>Shared Facilities</u>: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

SONET: Synchronous Optical Network.

<u>Special Access Service</u>: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

<u>Switched Access Service</u>: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

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

SECTION 2 – REGULATIONS

2.1 Undertaking of International Telcom, Ltd.

2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this price list.

2.1.2 Shortage of Equipment or Facilities

International Telcom, Ltd. reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by International Telcom, Ltd. when necessary because of lack of facilities or due to some other cause beyond International Telcom, Ltd.'s control.

The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of International Telcom, Ltd.'s Fiber Optic Cable facilities as well as facilities International Telcom, Ltd. may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of International Telcom, Ltd.

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.

Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customer will also be required to execute any other documents as may be reasonably requested by International Telcom, Ltd.

2.1 Undertaking of International Telcom, Ltd. (Cont.)

2.1.3 Terms and Conditions (Cont'd)

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

This price list shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provisions.

The Customer agrees to operate International Telcom, Ltd. provided equipment in accordance with instructions of International Telcom, Ltd. or International Telcom, Ltd.'s agent. Failure to do so will void International Telcom, Ltd. liability for interruption of service and may make the Customer responsible for damage to equipment.

The Customer agrees to return to International Telcom, Ltd. all International Telcom, Ltd. 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 Customer, normal wear and tear only excepted. Customer shall reimburse International Telcom, Ltd., upon demand, for any costs incurred by International Telcom, Ltd. due to Customer's failure to comply with this provision.

2.1.4 Liability of International Telcom, Ltd.

The liability of International Telcom, Ltd. for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by International Telcom, Ltd., or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of International Telcom, Ltd. International Telcom, Ltd. will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any International Telcom, Ltd. service, equipment or facilities, or the acts or omissions or negligence of International Telcom, Ltd.'s employees or agents.

- 2.1 Undertaking of International Telcom, Ltd. Cont'd)
 - 2.1.4 Liability of International Telcom, Ltd. (Cont'd)

International Telcom, Ltd. shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over International Telcom, Ltd., or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or. more of these federal state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

International Telcom, Ltd. shall not be liable for (a) any act or omission of any entity furnishing International Telcom, Ltd. or International Telcom, Ltd.'s Customers facilities or equipment used for interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers or warehousemen.

International Telcom, Ltd. shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

- 2.1 Undertaking of International Telcom, Ltd. (Cont'd)
 - 2.1.4 Liability of International Telcom, Ltd. (Cont'd)

The Customer shall indemnify and hold International Telcom, Ltd. harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by International Telcom, Ltd. International Telcom, Ltd. reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4 as a condition precedent to such installations.

International Telcom, Ltd. shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage, is caused by the willful misconduct of International Telcom, Ltd.'s agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of International Telcom, Ltd.

Notwithstanding the Customer's obligations as set forth in Section 2.3.1 below, International Telcom, Ltd. shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via International Telcom, Ltd. service; and patent infringement claims arising from combining or connecting the service offered by International Telcom, Ltd. with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by International Telcom, Ltd. pursuant to this price list.

- 2.1 Undertaking of International Telcom, Ltd. (Cont'd)
 - 2.1.4 Liability of International Telcom, Ltd. (Cont'd)

International Telcom, Ltd. shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by International Telcom, Ltd. with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.

The entire liability of International Telcom, Ltd. for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to International Telcom, Ltd. by the Customer for the specific services giving rise to the claim, and no action or proceeding against International Telcom, Ltd. shall be commenced more than one year after the service is rendered.

International Telcom, Ltd. makes no warranties or representations, expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

International Telcom, Ltd. shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer provided systems, equipment, facilities or service which are interconnected with International Telcom, Ltd. services.

International Telcom, Ltd. does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold International Telcom, Ltd. harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by International Telcom, Ltd. at such locations.

- 2.1 Undertaking of International Telcom, Ltd. (Cont'd)
 - 2.1.4 Liability of International Telcom, Ltd. (Cont'd)

International Telcom, Ltd. shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to International Telcom, Ltd.'s Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with International Telcom, Ltd.'s service, that the signals emitted into International Telcom, Ltd.'s Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage International Telcom, Ltd. equipment, injure its personnel or degrade service to other Customer. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to International Telcom, Ltd. equipment, personnel, or the quality of service to other Customers, International Telcom, Ltd. may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, International Telcom, Ltd. may, upon written notice, terminate the Customer's service without liability.

International Telcom, Ltd. shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

With respect to Telecommunications Relay Service (TRS), any service provided by International Telcom, Ltd. which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of International Telcom, Ltd. or any connecting Carrier, International Telcom, Ltd.'s liability for the interruption or failure of the service shall not exceed an amount equal to International Telcom, Ltd.'s charge for a one minute call to the called station at the time the affected calls was made.

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.5 Notification of Service-Affecting Activities

International Telcom, Ltd. will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally; such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. International Telcom, Ltd. will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

International Telcom, Ltd. shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. International Telcom, Ltd. does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

International Telcom, Ltd. shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by International Telcom, Ltd., except upon the written consent of International Telcom, Ltd.

International Telcom, Ltd. may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

Equipment International Telcom, Ltd. provides or installs at a Customer premises, for use in connection with the services International Telcom, Ltd. offers shall not be used for any purpose other than that for which International Telcom, Ltd. provided it.

- 2.1 Undertaking of International Telcom, Ltd. (Cont'd)
 - 2.1.6 Provision of Equipment and Facilities (Cont'd)

The Customer shall be responsible for the payment of service charges imposed on International Telcom, Ltd. by another entity, for visits to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than International Telcom, Ltd., including but not limited to the Customer.

International Telcom, Ltd. shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of International Telcom, Ltd. shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, International Telcom, Ltd. shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

International Telcom, Ltd. intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

International Telcom, Ltd. reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or International Telcom, Ltd. serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside International Telcom, Ltd.'s regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to International Telcom, Ltd. will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the arrangement of International Telcom, Ltd. and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which International Telcom, Ltd. would normally utilize in the furnishing of its service
- (c) where facilities are to be installed over a route other than that which International Telcom, Ltd. would normally utilize in the furnishing of its services;
- (d) where facilities are requested in a quantity greater than that which International Telcom, Ltd. would normally construct;
- (e) where installation is on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

2.1.8 Special Construction (Cont'd)

Special construction charges for Special and Switched Access Service will be determined as described in Sections 6.1.1 and 7.5.1 following.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in International Telcom, Ltd., its agents, contractors or suppliers.

2.2 Prohibited Uses

The services International Telcom, Ltd. offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

International Telcom, Ltd. may require applicants for service who intend to use International Telcom, Ltd.'s offerings for resale and/or for shared use to file a letter with International Telcom, Ltd. confirming that their use of International Telcom, Ltd.'s offerings complies with relevant laws and FPSC regulations, policies, orders, and decisions.

International Telcom, Ltd. may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customers

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this price list,

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.1 Customer Responsibilities (Cont'd)
 - (b) reimbursing International Telcom, Ltd. for damage to, or loss of, International Telcom, Ltd.'s facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of International Telcom, Ltd. International Telcom, Ltd. will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in International Telcom, Ltd.'s right of recovery of damages to the extent of such payment;
 - (c) providing at no charge, as specified from time to time by International Telcom, Ltd., any needed personnel, equipment, space, and power to operate International Telcom, Ltd. facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
 - (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of Fiber Optic Cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(c) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of International Telcom, Ltd. provided facilities, shall be borne entirely by, or may be charged by International Telcom, Ltd. to, the Customer. International Telcom, Ltd. may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.1 Customer Responsibilities (Cont'd)
 - (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which International Telcom, Ltd. employees and agents shall be installing or maintaining International Telcom, Ltd.'s facilities and equipment. The Customer may be required to install and maintain International Telcom, Ltd. facilities and equipment within a hazardous area if, in International Telcom, Ltd.'s opinion, injury or damage to International Telcom, Ltd. employees or property might result from installation or maintenance by International Telcom, Ltd. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
 - (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of International Telcom, Ltd. facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section 2.3.1(d) above; and granting or obtaining permission for International Telcom, Ltd. agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of International Telcom, Ltd.; and
 - (g) not creating or allowing to be placed or maintained any liens or other encumbrances on International Telcom, Ltd.'s equipment or facilities.

2.3.2 Claims

With respect to any service or facility provided by International Telcom, Ltd.; Customer shall indemnify, defend and hold harmless International Telcom, Ltd. from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

- (a) any loss, destruction or damage to property of International Telcom, Ltd. or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either International Telcom, Ltd. or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of International Telcom, Ltd.'s services and facilities in a manner not contemplated by the agreement between the Customer and International Telcom, Ltd.

2.3.3 Jurisdictional Reporting

2.3.3.1 Percent Interstate Usage (PIU)

The jurisdictional reporting requirements will be specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide International Telcom, Ltd. with reports of its Projected Percent Interstate Usage (PIU). In addition, the Customer must provide International Telcom, Ltd. with an auditable PIU report in each calendar quarter following installation of service. The Customer must provide the PIU report in whole numbers. The PIU report will be used by International Telcom, Ltd. to apportion the Customer's use and/or changes between interstate and intrastate service. If the Customer fails to provide the required PIU report, the PIU factor will be determined as set forth below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.3 Jurisdictional Reporting (Cont'd)
 - 2.3.3.1 Percent Interstate Usage (PIU) (Cont'd)

Effective on the first of January, April, July and October of each year, International Telcom, Ltd. shall update the PIU factor and report the results to International Telcom, Ltd. (Quarterly PIU Report). The Quarterly PIU Report will be based on the Customer's traffic in the preceding three month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PIU factor to be used for the next calendar quarter.

If the Customer does not provide International Telcom, Ltd. a Quarterly PIU Report, International Telcom, Ltd. will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided International Telcom, Ltd. a Quarterly PIU Report or the Customer is a new customer, International Telcom, Ltd. will assume the PIU factor to be the same as specified in the Access Service Request, except, if International Telcom, Ltd. can reasonably determine jurisdiction by the Customer's monthly call detail, International Telcom, Ltd. will determine the Customers' PIU on a monthly basis. If a Customer has never provided International Telcom, Ltd. a Quarterly PIU Report and has never provided a PIU factor in a Access Service Request, International Telcom, Ltd. will set the Customer's PIU factor on a default basis as 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.

2.3.3.2 Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from International Telcom, Ltd. Local Switching Center(s). The Customer must provide International Telcom, Ltd. with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.3 Jurisdictional Reporting (Cont'd)
 - 2.3.3.2 Originating Access (Cont'd)
 - (a) For Feature Group D Switched Access Service(s), as defined in Section 5.2.1, where International Telcom, Ltd. can determine jurisdiction by it's call detail, the projected Percent Interstate Usage (PIU) will be developed by International Telcom, Ltd. on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
 - (b) For Feature Group D with 950 Access, as defined in Section
 5.5.3.1, the Customer must provide International Telcom, Ltd.
 with a projected PIU factor by supplying International Telcom,
 Ltd. with an interstate percentage of originating access minutes.
 - (c) For 500, 700, 8XX, calling card and operator service access, the Customer must provide International Telcom, Ltd. with a projected PIU factor for each type of access. Customers who provide a PIU factor shall supply International Telcom, Ltd. with an interstate percentage of originating access minutes.

2.3.3.3 Terminating Access

For Feature Group D Switched Access Service(s), the Customer must provide International Telcom, Ltd. with a projected PIU factor by supplying International Telcom, Ltd. with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.1.

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.3 Jurisdictional Reporting (Cont'd)
 - 2.3.3.4 Percent Local Usage

The jurisdictional feporting requirements will be as specified below. When a customer orders Access Service via an Access Service Request (ASR), the Customer must provide International Telcom, Ltd. with a request of its Projected Local Usage (PLU). In addition, the Customer must provide International Telcom, Ltd. with an auditable PLU report in each calendar quarter following installation of service. The Customer must provide the PLU report in whole numbers. The PLU report will be used by International Telcom, Ltd. to apportion the Customer's use and/or charges between exchange and intrastate service. If the Customer fails to provide the required PLU report, the PLU factor will be determined as set forth below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

- (a) Effective on the first of January, April, July and October of each year the Customer shall update the PLU factor and report the results to International Telcom, Ltd. (Quarterly PLU Report). The Quarterly Report will be based on the Customers traffic in the preceding three month period (calendar year) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PLU factor to be used for the next calendar quarter.
- (b) If the Customer does not provide International Telcom, Ltd. a Quarterly PLU Report, International Telcom, Ltd. will assume the PLU factor to be the same as specified in the Quarterly PLU Report most recently provided by the Customer. If the Customer has never provided International Telcom, Ltd. a Quarterly PLU Report or the Customer is a new customer, International Telcom, Ltd. will assume the PLU factor to be the same as specified in the Access Service Request, except, if International Telcom, Ltd. can reasonably determine jurisdiction by the Customer's monthly call detail, International Telcom, Ltd. will

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.3 Jurisdictional Reporting (Cont'd)
 - 2.3.3.4 Percent Local Usage (Cont'd)
 - (b) (Cont'd) 4

determine the Customer's PLU on a monthly basis based on call detail. If a Customer has never provided International Telcom, Ltd. a Quarterly PLU Report and has never provided a PLU factor in a Access Service Request, International Telcom, Ltd. will set the Customer's PLU factor on a default basis as 50 percent exchange and 50 percent intrastate traffic for the next calendar quarter.

2.3.3.5 Jurisdictional Report Verification

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor within 30 days of International Telcom, Ltd.'s request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate can be ascertained and, upon request of International Telcom, Ltd., shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, International Telcom, Ltd. will provide the data used to determine the certified interstate percentage within 30 days of International Telcom, Ltd.'s request. The Customer shall keep records of system design and functions from which the percentage was determined, and upon request of International Telcom, Ltd., shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.3 Jurisdictional Reporting (Cont'd)
 - 2.3.3.5 Jurisdictional Report Verification (Cont'd)

International Telcom, Ltd. reserves the right to conduct an audit of the Customer's PIU and PLU Report. International Telcom, Ltd. and/or the Customer may request an audit of the PIU Report or the PLU Report within six months of International Telcom, Ltd.'s receipt of the PIU Report and/or PLU Report, as applicable. Such requests must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit.

2.3.3.6 Determination of Jurisdiction of Mixed Use Special Access Service

When an ASR is submitted for interstate and intrastate Special Access Service, the Customer will provide to International Telcom, Ltd. an estimate of whether the interstate traffic will comprise more than 10 percent or less than 10 percent of total traffic. For existing services, the Customer is required to certify the jurisdiction of its service.

- (a) If the Customer estimates that the interstate traffic on the service involved constitutes 10 percent or less of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this price list.
- (b) If the Customer estimates that the interstate traffic on the service involved constitutes more than 10 percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of International Telcom, Ltd. Tariff F.C.C. No. 2.
- 2.4 Customer Equipment and Channels
 - 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of International Telcom, Ltd.

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. International Telcom, Ltd., will where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair International Telcom, Ltd.'s right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such periods of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

The Customer is responsible for ensuring that Customer provided equipment connected to International Telcom, Ltd. equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents. impressed on International Telcom, Ltd. provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to International Telcom, Ltd. provided equipment and wiring or injury to International Telcom, Ltd.'s employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by International Telcom, Ltd. at the Customer's expense.

2.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of International Telcom, Ltd. used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

Upon reasonable notification to the Customer, and at reasonable times, International Telcom, Ltd. may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to International Telcom, Ltd. owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer provided equipment are not being complied with, International Telcom, Ltd. may take such action as it deems necessary to protect its facilities, equipment, and personnel. International Telcom, Ltd. will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify International Telcom, Ltd. of the action taken. If the Customer fails to do this, International Telcom, Ltd. may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. International Telcom, Ltd. will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by International Telcom, Ltd. to the Customer or its joint or Authorized Users.

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

The Customer is responsible for the payment of any sales, user gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on International Telcom, Ltd.'s net income imposed on or based upon the provision, sale or use of Access Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than International Telcom, Ltd. (e.g. another carrier or a supplier) imposes charges on International Telcom, Ltd., in addition to its own internal costs, in connection with a service for which International Telcom, Ltd.'s Non-Recurring Charge is specified, those charges will passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert the claim of right to levy, a gross receipts tax on International Telcom, Ltd.'s operations in any such state, or a tax on interstate access charges incurred by International Telcom, Ltd. for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon International Telcom, Ltd. by virtue of, and measured by, the gross receipts or revenues of International Telcom, Ltd. in that state and/or payment of interstate access charges in the state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax International Telcom, Ltd. may elect to impose and collect a surcharge covering such taxes unless otherwise constrained by court order or direction; or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, International Telcom, Ltd., in its sole discretion will either reduce service rates for a fixed period of time in the future in order to flow - through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs) if the funds collected were retained by International Telcom, Ltd. or if they were delivered over to the taxing jurisdiction and later returned to International Telcom, Ltd., or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

International Telcom, Ltd. shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list attributable to services established, provided, or discontinued during the preceding billing period. All bills for services provided to or on behalf of the Customer by International Telcom, Ltd. are due in immediately available funds.

Non-Recurring Charges are due and payable within 30 days after the invoice date. International Telcom, Ltd. shall present invoices for Non-Recurring Charges monthly to the Customer.

All charges are due and payable within 30 days after the invoice date.

If the payment due date would cause payment to be due on a Saturday, Sunday or Holiday (New Year's Day, Independence Day. Labor Day, Thanksgiving Day, Christmas Day or any day which is a legally observed Federal Government holiday), the payment date shall be as follows:

If the payment due date falls on a Sunday or Holiday which is observed on a Monday, the payment shall be the first non-Holiday following that day; and,

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

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.

Billing of the Customer by International Telcom, Ltd. will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.2 Billing and Collection of Charges (Cont'd)

Amounts not paid within 30 days after the date of invoice will be considered past due and subject to the following late payment provisions.

2.5.2.1 <u>Late Payment Charges</u>: If (i) no payment is received by International Telcom, Ltd. from the Customer, (ii) a partial payment of the amount due is received by International Telcom, Ltd. after the payment due date and/or (iii) payment is received by International Telcom, Ltd. in funds that are not immediately available to International Telcom, Ltd., a late payment charge shall be applied. The late payment charge will be an amount equal to the lessor of the following:

The highest interest rate which may be levied by law for commercial transactions, compounded daily for each day from the payment due date through and including the date the Customer makes payment to International Telcom, Ltd.; or,

.0005 percent of the amount due compounded daily, for each day from the payment due date through and including file date the Customer makes payment to International Telcom, Ltd. Calculation by this method yields an 18 percent annual percentage rate. Interest shall not be assessed on any previously assessed late payment charges.

If International Telcom, Ltd. becomes concerned at any time about the ability of a Customer to pay its bills, International Telcom, Ltd. may require that the Customer pay its bills within a specified number of days less than 30 days after the date of the invoice and make such payments in cash or the equivalent of cash. If a service is disconnected by International Telcom, Ltd. in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.2 <u>Billing Disputes</u>: The Customer shall notify International Telcom, Ltd. of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and International Telcom, Ltd. are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedures. If the customer disputes a bill, the Customer must document its claims to International Telcom, Ltd. in writing. For purposes of this price list, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.

Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.) including the basis for the Customer's belief that the bill is incorrect;

The type of usage (i.e., originating or terminating);

International Telcom, Ltd. and office where the minutes of use originated or terminated (if applicable);

The number of minutes in dispute;

The billing account number(s) (BAN's) assigned by International Telcom, Ltd.;

The dollar amount in dispute;

The date of the bill(s) in question;

Circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting Facility Assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) should also be provided;

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.2 Billing and Collection of Charges (Cont'd)
 - 2.5.2.2 Billing Disputes: (Cont'd)

Purchase Order Number (PON) and dates involved (due date or as of date) for disputes involving order activity and what the Customer believe is incorrect (e.g., non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, non-ordered, incorrect rate, etc.) For order activity disputes documentation should include traffic reports, billing cycle, and if the service is shared, both main and shared service BANs. Line number, trunk number, and Two Six Code as well as end-office identification should also be provided; and/or,

Any other information necessary to facilitate dispute resolution.

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. These data may include, but are not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date established by this section.

The date of resolution shall be the date on which International Telcom, Ltd. completes its investigation of the dispute, notifies the Customer of the deposition and, if the billing dispute is resolved in favor of the Customer, applies credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

2.5.2.3 Application of Late Payment Charges and Interest Credits to Disputed
Accounts: Any payments withheld pending settlement of the dispute
shall be subject to the late payment charges as set forth in Section
2.5.2.1 preceding. International Telcom, Ltd. will resolve the dispute and
assess interest credits to the late payment charges to the Customers as
follows:

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.2 Billing and Collection of Charges (Cont'd)
 - 2.5.2.3 Application of Late Payment Charges and Interest Credits to Disputed Accounts: (Cont'd)

If the dispute is resolved in favor of International Telcom, Ltd. and the Customer has paid the disputed amount on or before the payment due date, no interest credits or late payment charges will apply to the disputed amounts.

If the dispute is resolved in favor of International Telcom, Ltd. and the Customer has withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge as set forth in Section 2.5.2.1.

If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive credit from International Telcom, Ltd. for the disputed amount plus interest at a rate of .0005 percent, compounded daily from the date of payment to the resolution date.

If the dispute is resolved in favor of tile Customer and the Customer has withheld the disputed amount, no interest credits or late payment charges will apply to the disputed amount.

2.5.2.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved. All recurring and non-recurring charges for services provided by each Exchange Carrier are billed under each company's applicable price lists. Under a Meet Point Billing arrangement, International Telcom, Ltd. will only bill for charges for traffic carried between International Telcom, Ltd. Local Switching Center and the End User.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that International Telcom, Ltd. will not bill for local transport as described in MECAB. International Telcom, Ltd. will bill the Tandem Connect (as defined in Section 7.2.2) rate elements as specified in this price list.

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.2 Billing and Collection of Charges (Cont'd)
 - 2.5.2.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved. (Cont'd)

International Telcom, Ltd. must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. International Telcom, Ltd. shall provide such notification at the time orders are placed for Access Service. Additionally, International Telcom, Ltd. shall provide this notice in writing 30 days in advance of any changes in the arrangement.

International Telcom, Ltd. will handle the ordering, rating and billing of Access Services under this price list where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

- (1) International Telcom, Ltd. must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to International Telcom, Ltd.'s Local Switching Center through a switch operated by another Exchange Carrier.
- (2) In addition, for FGD Switched Access Service ordered to International Telcom, Ltd.'s Local Switching Center through a switch operated by another Exchange Carrier with whom International Telcom, Ltd. has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.
- (4) Rating and Billing of Service: Each company will provide its portion of Access Service based on the regulations, rates and charges contained in its respective access service price list, subject to the following rules, as appropriate:

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.2 Billing and Collection of Charges (Cont'd)
 - 2.5.2.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved. (Cont'd)
 - (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

when rates and charges are listed on a per minute basis, International Telcom, Ltd.'s rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's premises, and vice versa.

2.5.3 Advance Payments

For Special Access Service, to safeguard its interests, International Telcom, Ltd. may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's estimated usage charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring charges for the special construction and Recurring Charges (if any) for a period to be set by agreement between International Telcom, Ltd. and the Customer. The Advance Payment will be credited to the Customer's initial bill.

The advanced payment id due 10 business days following the date International Telcom, Ltd. confirms acceptance of the order or on the application date, whichever is later. If the advanced payment is not received by such payment date, the order may be canceled. When the Customer cancels an access service request, the order will be withdrawn. Any advanced payment made will not be credited or refunded.

2.5.4 [Reserved for Future Use]

2.5 Payment Arrangements (Cont'd)

2.5.5 Refusal and Discontinuance of Service

Upon nonpayment of any amounts owing to International Telcom, Ltd., International Telcom, Ltd. may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service International Telcom, Ltd., by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by International Telcom, Ltd. to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, International Telcom, Ltd., by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, International Telcom, Ltd. may immediately discontinue service without incurring any liability.

Upon International Telcom, Ltd.'s discontinuance of service to the Customer, International Telcom, Ltd., in addition to all other remedies that may be available to International Telcom, Ltd. at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.5 Refusal and Discontinuance of Service (Cont'd)

When Access Service is provided by more than one Company, the Companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of International Telcom, Ltd. initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable price list provisions, the price list regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

International Telcom, Ltd. may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

Immediately and without notice if International Telcom, Ltd. deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. International Telcom, Ltd. may discontinue service pursuant to the following, if

- (a) The Customer refuses to furnish information to International Telcom, Ltd. regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to International Telcom, Ltd. regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of International Telcom, Ltd.'s service(s); or

- 2.5 Payment Arrangements (Cont'd)
 - 2.5.5 Refusal and Discontinuance of Service (Cont'd)
 - (c) [Reserved for Future Use]
 - (d) The Customer has been given written notice by International Telcom, Ltd. of any past due amount (which remains unpaid in whole or in part) for any of International Telcom, Ltd.'s other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
 - (f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service by:

Using or attempting to use service by rearranging, tampering with, or making connections to International Telcom, Ltd.'s service not authorized by this price list; or

Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

Any other fraudulent means or devices; or

Immediately upon written notice to the Customer of any sum thirty (30) days past due;

Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by International Telcom, Ltd. for security for the payment of service in accordance with Section 2.5.4, above; or

2.5 Payment Arrangements (Cont'd)

2.5.5 Refusal and Discontinuance of Service (Cont'd)

(f) (Cont'd)

Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by International Telcom, Ltd. pursuant to this Section does not relieve the Customer of any obligation to pay International Telcom, Ltd. for charges due and owing for service (s) furnished up to the time of discontinuance.

In the event International Telcom, Ltd. incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges International Telcom, Ltd., the customer will be liable to International Telcom, Ltd. for the payment of all such fees and expenses reasonably incurred.

2.5.6 Cancellation of Application for Service

Applications for service are noncancellable unless International Telcom, Ltd. otherwise agrees. Where International Telcom, Ltd. permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.3.

Where, prior to cancellation by the Customer, International Telcom, Ltd. incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs International Telcom, Ltd. incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against International Telcom, Ltd. that would have been chargeable to the Customer had service begun.

The special charges will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by International Telcom, Ltd. under this price list. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Except as otherwise provided for herein, for Special Access Service, a credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruptions of 24 Hours or Less</u>

Length of Interruption	Interruption Period To Be Credited	
Less than 15 minutes	None	
15 minutes up to but not including 3 hours	1/10 Day	
3 hours up to but not including 6 hours	1/5 Day	
6 hours up to but not including 9 hours	2/5 Day	
9 hours up to but not including 12 hours	3/5 Day	
12 hours up to but not including 15 hours	4/5 Day	
15 hours up to but not including 24 hours	One Day	

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption for the combined duration of all the interruptions.

Interruptions Over 24 Hours but Less Than 72 Hours

Interruptions over 24 hours but less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. However, no more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. However, no more than 30 days credit will be allowed for any one month period.

For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of International Telcom, Ltd.;
- (b) interruptions due to the negligence of any person other than International Telcom, Ltd., including, but not limited to, the Customer or other Common Carriers connected to International Telcom, Ltd.'s facilities;

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

- (c) interruptions due to the failure or malfunction of non-International Telcom, Ltd. equipment;
- (d) interruptions of service during any period in which International Telcom, Ltd. is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to International Telcom, Ltd. for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of International Telcom, Ltd.
- 2.6.2.1 Use of Alternative Service Provided by International Telcom, Ltd.

Should the Customer elect to use an alternative service provided by International Telcom, Ltd. during the period that a service is interrupted, the Customer must pay the price listed rates and charges for the alternative service used.

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to International Telcom, Ltd. the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by International Telcom, Ltd. to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by International Telcom, Ltd. on behalf of Customer, plus 3) all Recurring Charges specified in the applicable price list for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an Access Service Request.

2.8 Transfers and Assignments

Neither International Telcom, Ltd. nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by International Telcom, Ltd. without the written consent of the other party, except that International Telcom, Ltd. may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of International Telcom, Ltd. (b) pursuant to any sale or transfer of substantially all the assets of International Telcom, Ltd.; or (c) pursuant to any financing, merger or reorganization of International Telcom, Ltd.

2.9 Notices and Communications

The Customer shall designate on the Service Order an address to which International Telcom, Ltd. shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which International Telcom, Ltd.'s bills for service shall be mailed.

International Telcom, Ltd. shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that International Telcom, Ltd. may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.9 Notices and Communications (Cont'd)

All notices or other communications required to be given pursuant to this price list shall be in writing. Notices and other communications of either party, and all bills mailed by International Telcom, Ltd., shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

International Telcom, Ltd. or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Billing Name and Address

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunications services) for telecommunications services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

2.10.1 Undertaking of International Telcom, Ltd.

All requests for information will be by facsimile.

International Telcom, Ltd. will specify the format in which requests are to be submitted.

2.10 Billing Name and Address (Cont'd)

2.10.1 Undertaking of International Telcom, Ltd. (Cont'd)

The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in International Telcom, Ltd.'s records. BNA information will not be provided for those end users who have requested that their BNA not be disclosed for collect and bill to third party calls.

International Telcom, Ltd. will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

2.10.2 Obligations of the Customer

With each order for BNA Service, the Customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.

The Customer shall institute adequate internal procedure to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this price list and that BNA information is available only to those Customer personnel or agents with a need to know the information.

The Customer shall not publicize or represent to others that International Telcom, Ltd. jointly participates with the Customer in the development of the Customer's end user records, accounts, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

2.10.3 Usage Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in International Telcom, Ltd.'s information database.

l	Per	Reau	est Rate	\$0.75

SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

3.1 General

This Section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched and Special Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other Sections of this price list.

3.1.1 Ordering Conditions

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

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

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

The order date (Application Date) is the date on which International Telcom, Ltd. receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time International Telcom, Ltd. gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by International Telcom, Ltd.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this price list shall be ordered with an ASR.

With the agreement of International Telcom, Ltd., other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 7.4.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when International Telcom, Ltd. determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by International Telcom, Ltd. at the request of the Customer only when a Customer requests additional technical information after International Telcom, Ltd. has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by International Telcom, Ltd. that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

3.2 Access Order

An ASR is required by International Telcom, Ltd. to provide a Customer both Switched and Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2 Access Order (Cont'd)

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5.2.3.1 and 5.2.3.2, respectively, the Customer shall provide all standard ASR ordering information, as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

3.2.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

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

3.2.1.1 Standard Interval

The Standard Interval for Switched and Special Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during International Telcom, Ltd. business hours.

3.2.1.2 Negotiated Interval

International Telcom, Ltd. will negotiate a Service Date interval with the Customer when:

The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

There is no existing facility connecting the Customer Premises with International Telcom, Ltd.; or

3.2 Access Order (Cont'd)

3.2.1 Access Service Date Intervals Cont'd)

3.2.1.2 Negotiated Interval: (Cont'd)

The Customer requests a service that is not considered by International Telcom, Ltd. to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

International Telcom, Ltd. determines that Access Service cannot be installed within the Standard Interval.

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

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

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. International Telcom, Ltd., in its sole discretion, may accept a verbal modification from the Customer. International Telcom, Ltd. will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Service lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

3.2 Access Order (Cont'd)

3.2.2 Access Service Request Modifications (Cont'd)

3.2.2.1 Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and International Telcom, Ltd. accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by International Telcom, Ltd. on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with International Telcom, Ltd.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 7.4.2.

3.2.2.2 Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by International Telcom, Ltd. personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the

3.2 Access Order (Cont'd)

3.2.2 Access Service Request Modifications (Cont'd)

3.2.2.2 Design Change Charge (Cont'd)

Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 7.4.2, are in addition to any Service Date Change Charges that may apply.

3.2.2.3 Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to International Telcom, Ltd. of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. International Telcom, Ltd. has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, International Telcom, Ltd. agrees to provide service on an expedited basis and the Customer accepts International Telcom, Ltd.'s proposal, an Expedite Charge will apply.

If International Telcom, Ltd. is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

3.2 Access Order (Cont'd)

3.2.2 Access Service Request Modifications (Cont'd)

3.2.2.3 Expedited Order Charge (Cont'd)

In the event International Telcom, Ltd. provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after International Telcom, Ltd. has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for International Telcom, Ltd. reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this price list will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 7.4.2.

3.2.3 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by International Telcom, Ltd. that service is available for the Customer's use. The cancellation date is the date International Telcom, Ltd. receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 3lst day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

3.2 Access Order (Cont'd)

3.2.3 Cancellation of an Access Service Request (Cont'd)

Except as stated herein, Cancellation Charges will apply as specified in Section 7.4.3.

If the cancellation occurs prior to International Telcom, Ltd.'s receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If International Telcom, Ltd. misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, International Telcom, Ltd. shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

3.2.4 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring charges will apply for the new service, and a new minimum period will be established:

A change in the identity of the Customer of record;

A move by the Customer to a different building;

A change in type of service;

A change in Switched Access Service Interface (i.e., DS1 to DS3);

A change in Switched Access Service Traffic Type;

A change in type of Special Access Service Channel

Termination;

A change from 2-point to multipoint Special Access Service.

3.2 Access Order (Cont'd)

3.2.4 Minimum Period of Service Cont'd)

When Access Service is disconnected prior to the expiration of the minimum period, tharges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this price list.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

SECTION 4 - SPECIAL ACCESS SERVICE

4.1 General

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

4.2 Transmission Service

Transmission Service is offered via International Telcom, Ltd.'s facilities for the transmission of one-way and two-way communications.

Digital Channels over International Telcom, Ltd.'s Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

2.4 Kbps 4.8 Kbps 9.6 Kbps 19.2 Kbps 56.0 Kbps 64.0 Kbps (DS0) 1.544 Kbps (DS1) 44.736 Mbps (DS3)

Digital Channels operating at speeds other than those listed above may be provided at International Telcom, Ltd.'s option-on an Individual Case Basis (ICB). The rates for the operating speeds outlined above are described in Section 6.2.

Digital Channels furnished by International Telcom, Ltd. at 1.544 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code 1: Bipolar (Alternate Mark) Inversion
Line Code 2: Bipolar 8 zero substitution (B8ZS)

Line Impedance: $100 \text{ ohms } (\pm) 5\% \text{ balanced}$

Jitter: The multiplexer will add not more than 0.3 time slot of

rms jitter to a DS1 signal when looped at the DS3 point.

SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd)

4.2 Transmission Service (Cont'd)

Digital Channels furnished by International Telcom, Ltd. at 44.736 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following technical characteristics:

Line Rate:

44.736 Mbps + 20 ppm

Line Code:

Bipolar with three-zero substitution (B3ZS)

Line Impedance:

75 ohms (±) 5 percent unbalanced

SECTION 5 – SWITCHED ACCESS SERVICE

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

Rates and Charges are set forth in Section 7.4. The application of rates for Switched Access Service is described in Section 7.2.

5.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

5.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and provides trunk-side access to International Telcom, Ltd. Local Switching Center switches, with an associated uniform 1010XXX access code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier trunk groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 1010XXX access code if the End User is presubscribed, as described herein. The access code for FGD switching is a uniform access code of the form 1010XXX. A single access code will be the assigned number of all FGD access provided to the Customer by International Telcom, Ltd. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

The Access Code for FGD switching is a uniform Access Code of the form 1010XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by International Telcom, Ltd. No Access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Prescription to the Customer, as set forth herein.

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

5.2.1 Feature Group D (FGD) Access (Cont'd)

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

When the 1010XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to International Telcom, Ltd.'s emergency service, or the end-of-dialing digit for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to International Telcom, Ltd.'s Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no access code is necessary.

5.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of Trunks of each type in order to meet its desired grade of service objective. At the Customer's request, International Telcom, Ltd. will assist the Customer in sizing Switched Access Trunk groups.

5.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- Direct Connect
- Tandem Connect
- 800 Data Base Access Service
- Optional Features

- 5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)
 - 5.2.3 Rate Categories (Cont'd)

Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2.4 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

5.2.3.1 Direct Connect

International Telcom, Ltd. will provide Direct Connect between the Customer's Premises and International Telcom, Ltd.'s Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. For DS3 facilities, if International Telcom, Ltd. is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

The Customer must order Direct Connect under one of two rate options:

Option 1: This Direct Connect rate category is comprised of a monthly facilities charge and a per minute of use charge.

Option 2: This Direct Connect rate category is comprised of three rate elements:

1) Termination Charge; 2) Network Charge; and 3) Local Switching Center Charge. In addition, where applicable, a monthly facilities charge will apply.

<u>Termination Charge</u>: Provides for the electronics in the building and any inside wiring/multiplexing.

<u>Network Charge</u>: Provides for the use of International Telcom, Ltd.'s Network.

- 5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)
 - 5.2.3 Rate Categories (Cont'd)
 - 5.2.3.1 Direct Connect (Cont'd)

Local Switching Center Charge: Provides for the use of International Telcom, Ltd. switching equipment to complete the transmission of Switched Access Service communications to and from the End Users served by International Telcom, Ltd.'s Local Switching Center.

5.2.3.2 Tandem Connect

Tandem Connect consists of circuits from the Customer's tandem provider to International Telcom, Ltd.'s Local Switching Center.

The Customer must order Tandem Connect under one of two rate options:

Option 1: This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based charge.

Option 2: This Tandem Connect rate category is comprised of three rate elements: 1) Termination Charge; 2) Network Charge; and 3) Local Switching Center Charges as described in Section 5.2.3.1 above.

5.2.3.3 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, International Telcom, Ltd. will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

The 8XX Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

- 5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)
 - 5.2.3 Rate Categories (Cont'd)
 - 5.2.3.4 Switched Access Service Optional Features
 - 5.2.3.4.1 Nonchargeable Optional Features

Where transmission facilities permit, International Telcom, Ltd. will, at the option of the Customer, provide Supervisory Signalling as a nonchargeable optional feature, as described in Section 5.5.1, in association with Switched Access Service.

- (a) Supervisory Signaling
- 5.2.3.4.2 Chargeable Optional Features

Where transmission facilities permit, International Telcom, Ltd. will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

- (a) 800 Data Base Access Service Basic Query
- (b) Signaling Transfer Point Access
- 5.2.3.4.3 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.1.

- 5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)
 - 5.2.3 Rate Categories (Cont'd)
 - 5.2.3.4 Switched Access Service Optional Features Cont'd)
 - 5.2.3.4.3 Feature Group D Optional Features (Cont'd)
 - 5.2.3.4.3.1 Common Switching Optional Features

At the Customer's option, the following standard features are available at the rates specified in Section 7.4.7.1:

Alternate Traffic Routing
Automatic Number Identification (ANI)
Cut-Through
Service Class Routing
Feature Group D with 950 Access
Signaling System Seven (SS7)
Basic Initial Address Message Delivery
Called Directory Number Delivery
Flexible Automatic Number Identification
Delivery

5.2.4 Billing Validation Service

International Telcom, Ltd. shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB Signal Control Point (SCP). Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by International Telcom, Ltd. International Telcom, Ltd. will update the LIDB information on a daily basis.

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

5.2.4 Billing Validation Service (Cont'd)

LIDB service is provided on an on-line, call-by-call basis. International Telcom, Ltd. data accessed from the LIDB shall remain the sole property of International Telcom, Ltd. and may not be stored or reproduced by the Customer for any reason. International Telcom, Ltd. will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

5.2.5 Design Layout Report

At the request of the Customer, International Telcom, Ltd. will provide to the Customer the make-up of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

5.2.6 Acceptance Testing

At no additional charge, International Telcom, Ltd. will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

5.2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 3.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

5.2.8 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific Customers on a case-by-case basis under individual contract.

5.3 Obligations of International Telcom, Ltd.

In addition to the obligations of International Telcom, Ltd. set forth in other Sections of this price list, International Telcom, Ltd. has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

5.3.1 Network Management

International Telcom, Ltd. will administer its Network to insure the pro~ision of acceptable service levels to all telecommunications users of its Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the International Telcom, Ltd. Network. International Telcom, Ltd. reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of International Telcom, Ltd. or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify International Telcom, Ltd. of anticipated peaked services as stated below. Based on the information provided, International Telcom, Ltd. will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by International Telcom, Ltd. result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6.

When a Customer uses International Telcom, Ltd.'s facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify International Telcom, Ltd. at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, International Telcom, Ltd. must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, International Telcom, Ltd. may invoke network management controls if required to reduce the probability of excessive Network congestion. International Telcom, Ltd. will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer-caused Network congestion, which could result in discontinuance of service under Section 2.5.5 and/or damages under Section 2.1.4.

5.4 Obligations of Customer

In addition to obligations specified elsewhere in this price list, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

5.4.1 Report Requirements

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.3.3 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

5.4.2 Supervisory Signaling

The Customer's facilities at the Premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

5.4.3 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

5.5 Switched Access Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Groups for Switched Access Service.

5.5.1 Nonchargeable Optional Feature

<u>Supervisory Signaling</u>: Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

5.5.2 Chargeable Optional Features

800 Data Base Access Service: The Customer will be charged a per query charge based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

SECTION 5 - SWITCHED ACCESS SERVICE (Cont'd)

- 5.5 Switched Access Optional Features (Cont'd)
 - 5.5.2 Chargeable Optional Features (Cont'd)

Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge, as specified in Section 7.4-5.2 will apply.

- 5.5.3 Feature Group D Optional Features
 - 5.5.3.1 Common Switching Optional Features

Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer-designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or Access Tandem is delivered via a different trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

SECTION 5 - SWITCHED ACCESS SERVICE (Cont'd)

- 5.5 Switched Access Optional Features (Cont'd)
 - 5.5.3 Feature Group D Optional Features (Cont'd)
 - 5.5.3.1 Common Switching Optional Features (Cont'd)

Automatic Number Identification (ANI): (cont'd)

The ten-digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

<u>Cut-Through</u>: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. International Telcom, Ltd. will not record any other dialed digits for these calls.

Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

<u>Feature Group D with 950 Access</u>: This option provides for the routing of originating calls, dialed using a 950-10XX or 950-XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.

Signaling System Seven (SS7): This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. International Telcom, Ltd. will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

SECTION 5 - SWITCHED ACCESS SERVICE (Cont'd)

- 5.5 Switched Access Optional Features (Cont'd)
 - 5.5.3 Feature Group D Optional Features (Cont'd)
 - 5.5.3.1 Common Switching Optional Features (Cont'd)

Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center, This option is available except when FGD is provided with 950 access or Cut-Through features.

Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the /basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

SECTION 6 – SPECIAL ACCESS RATES

6.1 Special Construction

6.1.1 Basis for Rates and Charges

Rates and charges for Special Construction will be determined by International Telcom, Ltd. on an Individual Case Basis and based, in part, on the costs incurred by International Telcom, Ltd. and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

6.1.2 Termination Liability

To the extent that there is no other, requirement for use by International Telcom, Ltd., a termination liability may apply for facilities specially constructed at the request of the Customer.

The termination liability period is the initial service term with respect to said specially-constructed facilities.

The amount of the maximum termination liability is equal to the rates and charges established pursuant to Section 6.1.1 above.

The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in this Section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

6.2 Transmission Service

6.2.1 General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.

6.2 Transmission Service (Cont'd)

6.2.1 General (Cont'd)

The Channel mileage rate element is determined by the Vertical, and Horizontal Coordinates ("V&H") method, as set forth in the National Exchange Carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.

Optional Features for which charges are applied only include multiplexing.

6.2.2 Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade Channels as described in Section 4.2 preceding are as follows:

This service consists of making Voice Grade capacity available on a Dedicated access basis.

6.2.2.1 Voice Grade Service Rates

	Recurring Per Month
Channel Termination,	
Per point of termination	
- 2-wire voice/analog data	ICB
- 4-wire voice/analog data	ICB
Channel Mileage	
- fixed	ICB
- per mile	ICB
	Installation
Channel Termination,	
Per point of termination	
- 2-wire voice/analog data	ICB
- 4-wire voice/analog data	ICB

6.2 Transmission Service (Cont'd)

6.2.3 Digital Data Services

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

This service consists of making DS0 capacity available on a Dedicated access basis.

6.2.3.1 Digital Data Rates

	Recurring Per Month
Channel Termination,	
per point of termination	
2.4 Kbps	ICB
4.8 Kbps	ICB
9.6 Kbps	ICB
19.2 Kbps	ICB
56.0 Kbps	ICB
64.0 Kbps	ICB
Subsequent, same	
location	
2.4 Kbps	ICB
4.8 Kbps	ICB
9.6 Kbps	ICB
19.2 Kbps	ICB
56.0 Kbps	ICB
64.0 Kbps	ICB

6.2.4 Fractional T-1 Service

Fractional T-1 is an unchannelized DS1, available at intermediate bit rates, in increments of either 56 Kbps or 64 Kbps, (e.g., 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, and 768 Kbps), and can be tailored to meet individual Customer requirements.

6.2 Transmission Service (Cont'd)

6.2.4 Fractional T-1 Service (Cont'd)

6.2.4.1 Fractional T-1 Rates

	Recurring Per Month	
Channel Termination,		
per point of termination	· ICB	
Subsequent, same	ICB	
location		
Channel Mileage		
- fixed	ICB	
- per mile	ICB	
	Installation	
Channel Termination,		
per point of termination	ICB	
Subsequent, same	ICB	
location		

6.2.5 DS1 Service

DS1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital Channels. This service supports voice, analog data, digital data, and video.

This service consists of making DS1 capacity available on a Dedicated access basis.

6.2 Transmission Service (Cont'd)

6.2.5 DS1 Service (Cont'd)

6.2.5.1 DS1 Rates

	Recurring Per Month	2 Year	5 Year
	IVIOIGI	•	
Channel Termination, per			
point of termination	ICB	ICB	ICB
Channel Mileage			
- fixed	ICB	ICB	ICB
- per mile	ICB	ICB	ICB
Optional Features			
- multiplexing DS1 to Voice	ICB	ICB	ICB
- multiplexing DS1 to Digital			
Data	ICB	IBC	ICB
Installation			
		Additional	
	First Service	Service	
	Non-Recurring	Non-Recurring	
Channel Termination	ICB	ICB	
Fixed Mileage			
Per Mile	ICB	ICB	

6.2 Transmission Service (Cont'd)

6.2.6 DS3 Service

DS3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS1 Channels or 672 Voice, Analog Data or Digital Data Channels.

This service consists of making DS3 capacity available on a Dedicated access basis.

6.2.6.1 DS3 Rates

	Recurring Per Month	
Channel Termination,		
per point of		
termination		ICB
Subsequent, same		
location		ICB
Channel Mileage		
- fixed		ICB
- per mile		ICB
Optional Features		
- multiplexing DS1 to		ICB
DS3		

6.2 Transmission Service (Cont'd)

6.2.6.1 DS3 Rates (Cont'd)

	Installation
Channel Termination, per point of	4.
termination	ICB
	•
Subsequent, same	
location	ICB
Channel Mileage	
- fixed	ICB
- per mile	ICB
Optional Features	
- multiplexing DS3 to	ICB
DS1	

6.2.7 Service Calls

When a Customer reports trouble to International Telcom, Ltd. for clearance and no trouble is found in International Telcom, Ltd. facilities, the Customer may be responsible for payment of a charge calculated from the time International Telcom, Ltd. personnel are dispatched to the Customer Premise until the work is completed.

6.2.7.1 Service Call Charge Rates

Per Hour Rate, Per	
Technician	ICB

- 6.2 Transmission Service (Cont'd)
 - 6.2.8 Individual Case Basis Arrangements

When International Telcom, Ltd. furnishes a facility or service for which a rate or charge is not specified in International Telcom, Ltd.'s price lists, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

SECTION >- SWITCHED ACCESS RATES

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

7.1 Types of Rates

There are three types of rates and charges that apply to Switched Access Service. These are monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

7.1.1 Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

7.1.2 Usage Rates

Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

7.1.3 Non-Recurring Charges

Non-Recurring Charges are one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

7.1.3.1 Installation of Service

Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per line or Trunk.

7.2 Application of Rates

7.2.1 Direct Connect

The Direct Connect Option 1 rate is assessed based on the total of the monthly facilities charge and the monthly usage charge. The monthly facilities charge consists of a fixed rate based on the type of the facilities (i.e., DS1 or DS3, and a per mile rate). The monthly facilities charge will not apply when the Customer's Point of Presence is On-Net. The fixed rate and the per mile rate for Off-Net Customers will be calculated on an Individual Case Basis.

The Direct Connect Option 2 rate is assessed based on the total of the Termination Charge, Network Charge and the Local Switching Center Charge in addition to any applicable monthly facility charge. Except for the facility charge, each of these components is based on a per minute rate structure.

7.2 Application of Rates (Cont'd)

7.2.1 Direct Connect (Cont'd)

The Tandem Overflow rates will apply based on the option chosen, for all Direct Connect usage which overflows to the Access Tandem.

Rates and charges for Tandem Overflow are set forth in Section 7.4.4.1.1.

7.2.2 Tandem Connect

The Tandem Connect Option 1 rate is assessed on a per minute of use basis and is applicable to all tandem routed Switched Access Service minutes of use. The rate will vary based on whether the traffic is originating or terminating. Rates and charges are set forth in Section 7.4.4.2.

The Tandem Connect Option 2 rate is assessed based on the total of the Termination Charge, Network Charge and Local Switching Center Charge. Each of these components is based on a per minute rate structure.

Rates and charges for Tandem Overflow are set forth in Section 7.4.4.1.1.

7.2.3 8XX Number Translation Charge

The 8XX Number Translation Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

7.3 Billing of Access Minutes

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

7.3 Billing of Access Minutes (Cont'd)

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the point of presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

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

7.4 Rates and Charges

7.4.1 Service Implementation

Installation Charge (per trunk)

	DS1	DS3
On-Net	N/A	N/A
Off-Net	ICB	ICB

7.4 Rates and Charges (Cont'd)

7.4.2 Change Charges (per order)

	Per Occurrence	
Service Date	\$0.00	
Design	\$0.00	
Changes	\$0.00	
Expedite		
Charge	\$215.00	

7.4.3 Cancellation Charges

Per Order	\$0.00

7.4.4 Switched Access

7.4.4.1 Direct Connect Charges

Option 1

Facility Charge

	Per DS1	Per DS3
On-Net	N/A	ICB
Off-Net	N/A	ICB

- 7.4 Rates and Charges (Cont'd)
 - 7.4.4 Switched Access (Cont'd)
 - 7.4.4.1 <u>Direct Connect Charges</u> (Cont'd)

Option 1 (Cont'd)*

Per Minute Charge

	Per Access Minute of Originating Use	Per Access Minute of Terminating Use
On-Net	\$0.029156	\$0.036673
Off-Net	\$0.029156	\$0.036673

7.4 Rates and Charges (Cont'd)

7.4.4 Switched Access (Cont'd)

7.4.4.1 <u>Direct Connect Charges</u> (Cont'd)

Option 2:

In addition to the charges listed below, for Off-Net Customers, the Direct Connect facility charge specified

will also apply:

Per Access Minute of Originating Use:

	Termination Time	Network Charge	Local Switching Center Charge
On-Net	\$0.00321	\$0.015768	\$0.013067
Off-Net	\$0.00321	\$0.015768	\$0.013067

7.4 Rates and Charges (Cont'd)

7.4.4 Switched Access (Cont'd)

7.4.4.1 <u>Direct Connect Charges</u> (Cont'd)

Option 2: (Cont'd)

Per Access Minute of Terminating Use:

	Termination Time	Network Charge	Local Switching Center Charge
On-Net	\$0.000498	\$0.023108	\$0.013067
Off-Net	\$0.000498	\$0.023108	\$0.013067

7.4 Rates and Charges (Cont'd)

7.4.4 Switched Access (Cont'd)

7.4.4.1 Direct Connect Charges (Cont'd)

7.4.4.1.1 Tandem Overflow

Option 1:

	Per Access Minute of Originating Use	Per Access Minute of Terminating Use
On-Net	\$0.029156	\$0.036673
Off-Net	\$0.029156	\$0.036673

7.4 Rates and Charges (Cont'd)

7.4.4 Switched Access (Cont'd)

7.4.4.1 <u>Direct Connect Charges</u> (Cont'd)

7.4.4.1.1 <u>Tandem Overflow</u>

Option 2:*

Per Access Minute of Originating Use:

	Termination		Local Switching Center	
	Time	Network Charge	Charge	
	*			
On-Net	\$0.000321	\$0.015768	\$0.01367	
Off-Net	\$0.000321	\$0.015768	\$0.01367	

7.4 Rates and Charges (Cont'd)

7.4.4 Switched Access (Cont'd)

7.4.4.1 <u>Direct Connect Charges</u> (Cont'd)

7.4.4.1.1

Tandem Overflow

Option 2:-

Per Minute of Terminating Use:

	Termination Time	Network Charge	Local Switching Center Charge
On-Net	\$0.000498	\$0.023108	\$0.013067
Off-Net	\$0.000498	\$0.023108	\$0.013067

- 7.4 Rates and Charges (Cont'd)
 - 7.4.4 Switched Access (Cont'd)

7.4.4.2 <u>Tandem Connect Charges</u>

Option 1:

	Per Access Minute of Originating Use	Per Access Minute of Terminating Use
On-Net	\$0.029156	\$0.036673
Off-Net	\$0.029156	\$0.036673

7.4 Rates and Charges (Cont'd)

7.4.4 Switched Access (Cont'd)

7.4.4.2 Tandem Connect Charges (Cont'd)

Option 2:

Per Access Minute of Originating Use:

	Termination Time	Network Charge	Local Switching Center Charge
On-Net	\$0.000321	\$0.015768	\$0.013067
Off-Net	\$0.000321	\$0.015768	\$0.013067

- 7.4 Rates and Charges (Cont'd)
 - 7.4.4 Switched Access (Cont'd)
 - 7.4.4.2 Tandem Connect Charges

Option 2:

Per Access Minute of Terminating Use:

	Termination	N. J. Cl.	Local Switching Center
	Time	Network Charge	Charge
0.37.	#A AAA 4AA	#0.0 001 00	#0.0120 <i>C</i> 7
On-Net	\$0.000498	\$0.023108	\$0.013067
Off-Net	\$0.000498	\$0.023108	\$0.013067

7.4.5 Chargeable Optional Features

7.4.5.1 800 Data Base Access Service Basic Query

Per Query \$0.00400

7.4 Rates and Charges (Cont'd)

7.4.5 Chargeable Optional Features (Cont'd)

7.4.5.2 Signaling Transfer Point Access

Monthly Per Mile	ICB
Non-Recurring Per Port	ICB
Via Third Party	ICB*

7.4.6 Nonchargeable Optional Features

Supervi	sorv	Signa	aling	\$0.00
Supervi	301	5.5	******	Ψ0.00

7.4.7 Feature Group D Optional Features

7.4.7.1 Common Switching Optional Features

Alternate Traffic Routing	\$0.00
Automatic Number Identification	\$0.00
Cut-Through	\$0.00
Service Class Routing	\$0.00
Feature Group D With 950	
Access	\$0.00
Signaling System Seven (SS7)	\$0.00
Basic Initial Address Message	
Delivery	\$0.00
Called Directory Number	
Delivery	\$0.00
Flexible Automatic Number	
Identification Delivery	\$0.00

7.5 Special Construction

7.5.1 Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are the same as rates and charges for Special Access Service and are specified in Sections 6.1.1 and 6.1.2 preceding.

SECTION 8 - SERVICE DESCRIPTIONS

8.1 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

8.1.1 Busy Line Verification

Upon request or the calling party International Telcom, Ltd. will determine if the line is clear or in use and report to the calling party.

8.1.2 Busy Line Verification with Interrupt

The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.1.2.1 Rates

Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

The operator verifies that the line is busy with a call in progress.

The operator verifies that the line is available for incoming calls.

The operator verifies that the called number is busy with it call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. Both the interrupt and verification charges will apply.

Per Request

	Miami	Orlando	Tampa
Busy Line Verification	\$0.35	\$0.35	\$1.00
Busy Line Interrupt	\$0.40	\$0.40	\$0.50

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