

INTERNATIONAL TARIFF

**Pursuant to the Detariffing Order, IB Docket No. 00-202,
Released March 20, 2001, this tariff is
discontinued in its entirety effective January 28, 2003.**

**REGULATIONS, RATES AND
SCHEDULE OF CHARGES**

**Applying to Points in the United States and International Points
As Specified Herein
For Customers Within the Operating Areas of**

LOGIX COMMUNICATIONS

**SERVICE IS PROVIDED BY RESELLING THE SWITCH-BASED SERVICES OF
AUTHORIZED FACILITIES-BASED INTERNATIONAL COMMON CARRIERS.**

INTERNATIONAL TARIFF

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1 - 65	Original		

Issued: January 27, 2003

Ron Henriksen, President
Logix Communications
2950 North Loop West, Suite 1200
Houston, TX 77092

Effective:

INTERNATIONAL TARIFF

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
CONCURRING CARRIERS	4
TARIFF FORMAT	5
EXPLANATION OF SYMBOLS	5
1.0 APPLICATION OF TARIFF	6
2.0 REGULATIONS	7
2.1 <u>Undertaking of the Company</u>	7
2.1.1 <u>Scope</u>	7
2.1.2 <u>Shortage of Equipment or Facilities</u>	7
2.1.3 <u>Terms and Conditions</u>	8
2.1.4 <u>Liability of the Company</u>	10
2.1.5 <u>Notification of Service-Affecting Activities</u>	16
2.1.6 <u>Provision of Equipment and Facilities</u>	17
2.1.7 <u>Non-Routine Installation</u>	19
2.1.8 <u>Special Construction</u>	19
2.1.9 <u>Ownership of Facilities</u>	20
2.2 <u>Prohibited Use</u>	21
2.3 <u>Obligations of the Customer</u>	21
2.3.2 <u>Customer Premises Equipment (CPE) Obligations</u>	24
2.3.3 <u>Claims</u>	27
2.4 <u>Customer Equipment and Channels</u>	27
2.4.1 <u>General</u>	27
2.4.2 <u>Station Equipment</u>	28
2.4.3 <u>Interconnection of Facilities</u>	29
2.4.4 <u>Inspections</u>	29

INTERNATIONAL TARIFF

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
2.0	REGULATIONS (Cont'd)
2.5	<u>Payment Arrangements</u> 31
2.5.1	<u>Payment for Service</u> 31
2.5.2	<u>Billing and Collection of Charges</u> 33
2.5.3	<u>Deposits</u> 36
2.5.4	<u>Refusal and Discontinuance of Service</u> 37
2.5.5	<u>Cancellation of Application for Service</u> 41
2.6	<u>Allowances for Interruptions in Service</u> 42
2.6.1	<u>Credit for Interruptions</u> 42
2.6.2	<u>Limitations on Allowances</u> 43
2.6.3	<u>Use of Alternative Service Provided by the Company</u> 44
2.7	<u>Cancellation of Service</u> 45
2.8	<u>Transfers and Assignments</u> 45
2.9	<u>Notices and Communications</u> 46
2.10	<u>Definitions</u> 47
3.0	SERVICE OFFERINGS 54
3.1	<u>International Message Telecommunications Service</u> 54
3.1.1	<u>Description of Service</u> 54
4.0	RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS 55
4.1	<u>Not to Exceed Rates</u> 55
4.2.	<u>City Rate Bands for Mexico</u> 62
4.2.1	<u>Not to Exceed Rates for Mexico Bands</u> 65
4.3	<u>Operator Services</u> 65

INTERNATIONAL TARIFF

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

INTERNATIONAL TARIFF

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 4 and 5 would be 4.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 3rd revised Sheet 4 cancels the 2nd revised Sheet 4.
- C. Paragraph Numbering Sequences - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.a
 - 2.1.1.A.1.a.(1)
 - 2.1.1.A.1.a.(1).(i).
 - 2.1.1 A.1.a.(1).(i).(ii)

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff 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.

INTERNATIONAL TARIFF

1.0 APPLICATION OF TARIFF

- 1.1 This Tariff contains regulations and rates applicable to the provision of International Message Telecommunications Service by Logix Communications (hereinafter collectively "The Company") from its operating locations in the U.S. to international locations specified herein. Services are furnished subject to transmission, atmospheric and like conditions, by wire, radio, terrestrial or satellite facilities or any combination thereof.
- 1.2 If, prior to the expiration of the term of service furnished by Company to Customer, Company voluntarily or involuntarily as a result of government or judicial action cancels in whole or in part any tariff in which the affected provision prior to such cancellation applied to any service(s) provided under such tariff, then effective on such cancellation and for the remainder of the term of service, the rates and regulations applicable to International Message Telecommunications Service furnished to Customer shall consist of the following, in order of precedence from (A) through (C):
- (A) Company's tariff provisions that remain in effective (Effective Tariffs), as Company may amend them from time to time in accordance with law; and
 - (B) Specific provisions contained in any contract between Company and Customer that expressly apply in lieu of, or that apply in addition to, provisions contained in effective Tariffs and/or in Company's Rate Schedule; and
 - (C) Provisions contained in Company's Rate Schedule to the extent to (A) and (B) above are not applicable. Company may amend the Rate Schedule from time to time and will keep the guide open for public inspections at Company's office at 2950 North Loop South, Suite 1200, Houston, TX 77092.

INTERNATIONAL TARIFF

2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide International Message Telecommunications Service in accordance with the terms and conditions and limitations set forth in this tariff.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. 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.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. 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 thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- B. 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 rate to be charged, the duration of the services, and the terms and conditions in this Tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions (Cont'd)

- C. 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 rate unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff 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.
- D. This Tariff shall be interpreted and governed by the laws of the United States.
- E. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph G following.
- F. The Customer agrees to return to the Company all Company 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 the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

- A. The liability of the Company 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 the Company, 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 Section 2.6 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- B. The Company shall not incur any liability with regard to delayed installation of Company facilities or commencement of service. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- C. The Customer shall not be liable for any delay or failure of performance or equipment due to cause 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 the Company, 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-ways or materials; or strikes, lockouts work stoppages, or other labor difficulties.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers or warehouseurs of services or facilities.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunctions of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company 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 the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph F. as a condition precedent to such installation.
- G. The Company shall not be liable for any defacement of or damage to Customer 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2 following, the Company shall be identified, 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 Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connection the service offered by the Company 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 the Company pursuant to this Tariff.
- I. The Company 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 Tariff 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 the Company with facilities or equipment furnished by the End User of another 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 Tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- K. The Company makes no warranties or representations, express or implied, including warranties of merchant-ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company 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 the Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installation 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 the Company 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 the Company at such locations.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- N. The Company 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 the Company'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 the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, 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 Company 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 Company equipment, personnel, or the quality of service of other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- O. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- P. With respect to Telecommunications Relay Service (TRS), any service provided by Company 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 Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls were made.
- Q. Company shall not be liable for any damages resulting from or in connection with any interruption in or failure of 911 or E911 emergency services or identification of the telephone number associated with any person accessing or attempting to access services from Customer's phone.

2.1.5 Notification of Service-Affecting Activities

The Company will attempt to 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 Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- A. The Company 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 Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company 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 the Company, except upon the written consent of the Company.
- C. The Company 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.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities (Cont'd)**

- F. The Company 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 Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defect in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company 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.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company'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 the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into 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 the Company and to all of the regulations contained in this Tariff, 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 the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction (Cont'd)

Special construction is that construction undertaken and characterized by one or more of the following: (Cont'd)

- E. where installation involves abnormal costs;
- F. on a temporary basis until permanent facilities are available; or
- G. in advance of its normal construction schedules.

Special construction charges for Access Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.2 Prohibited Use**

- 2.2.1 The services the Company 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.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions; and if the reseller intends to provide mixed interstate/intrastate services, is certified or registered with the Federal Communications Commission and the proper state authority.
- 2.2.3 The Company 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 Customer

- 2.3.1 The Customer shall be responsible for:
- A. the payment of all applicable charges pursuant to this Tariff;
 - B. reimbursing the Company for damage to, or loss of, the Company'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 the Company. The Company 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 the Company's right of recovery of damages to the extent of such payment;

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.1 The Customer shall be responsible for: (Cont'd)**

- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company 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 facilities 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 the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)

2.3.1 The Customer shall be responsible for: (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 Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. 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 Company 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 Company 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 the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.2 Customer Premises Equipment (CPE) Obligations**

Customer is liable for certain CPE Remote Access Fraud usage charges and responsibilities as follows:

- (1) Company reserves the right to obtain specific information from the Customer regarding any password(s) used to remotely access to covered CPE. Any request for this information will come from an authorized agent of Company. Customer must fully cooperate with Company in all efforts to stop suspected or confirmed CPE Remote Access Fraud. Customer must furnish Company's agent with the appropriate customer or internal account contacts who will be available 24 hours a day, seven days a week for notification purposes.
- (2) Customer must give Company access to the CPEs within 24 hours of Company's request and permit Company's agent to enter and inspect any CPE location within 24 hours of the termination of suspected CPE Remote Access Fraud if such access is requested as part of Company's investigation of suspected CPE Remote Access Fraud.
- (3) Customer must immediately call Company to make a Notification of Fraud when suspected CPE Remote Access Fraud involving a CPE is detected, regardless of which local or long distance carrier is involved.
- (4) The Customer must identify any and all claimed CPE Remote Access Fraud usage charges in writing to Company within 60 days after the date of the Company bill that contains such charges. Claims submitted after this period will not qualify as covered CPE Remote Access Fraud usage charges. The Customer must establish (e.g., by way of call detail records) that each usage charge identified in accordance with this section falls within the definitions of CPE Remote Access Fraud usage charges.
- (5) Customer must notify Company in writing within 60 days of the termination of the CPE Remote Access Fraud incident of the means by which the fraud occurred, if known, and the changes made to the Customer's CPE to prevent further the CPE Remote Access Fraud.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.2 Customer Premises Equipment (CPE) Obligations (Cont'd)**

Customer is liable for certain CPE Remote Access Fraud usage charges and responsibilities as follows: (Cont'd)

- (6) Customers are liable for the first \$20,000.00 in CPE Remote Access Fraud usage charges for calls involving a Customer's CPE which commence prior to customer's notification of fraud (\$20,000.00 Pre-Notification Liability Cap). Customers remain liable for all CPE Remote Access Fraud usage charges incurred after a notification of fraud.
- (7) If a CPE Remote Access Fraud incident occurs with qualifies under the Pre-Notification Liability Cap, the Pre-Notification Liability Cap will not cover the CPE in question again or any other CPE connected to the CPE in question, for a period of 30 days from the date of the last fraudulent call of the last incident affecting the same CPE.
- (8) Company is not liable for:
 - (A) CPE Remote Access Fraud for CPE that is not owned or leased by Customer and under the direct control of Customer; and/or
 - (B) CPE Remote Access Fraud usage charges resulting form the negligent or intentional acts of the Customer, its employees, former employees, agents, vendors or independent contractors.
- (9) CPE Remote Access Fraud usage charges for which Customer is not held liable to Company pursuant to this Tariff shall not count as valid usage charges for the purpose of determining any of the Customer's applicable volume/term discounts or for the purpose of satisfying any of the Customer's applicable volume/revenue discounts.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Customer Premises Equipment (CPE) Obligations (Cont'd)

Customer is liable for certain CPE Remote Access Fraud usage charges and responsibilities as follows: (Cont'd)

- (10) To the extent that Company reduces or does not collect any CPE Remote Access Fraud usage charges for which the Customer would have been liable if Company had not provided the Pre-Notification Liability Cap, Company shall be subrogated to any and all rights of the Customer with respect to any associated claims against third parties (including, without limitations, any persons who made the unauthorized calls which constituted the CPE Remote Access Fraud involved).
- (11) Failure to cooperate or comply with any of the provisions set forth will disqualify Customer for the Pre-Notification Liability Cap.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.3 Claims**

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company 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 the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels (Cont'd)****2.4.2 Station Equipment**

- A. 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. The Company 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 the Company'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 period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. 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 this Tariff or the Tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at reasonable times, the Company 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.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections (Cont'd)

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes, fees or surcharges 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 the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.1 Payment for Service (Cont'd)A. Taxes (Cont'd)

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

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period.

The Customer will be assessed a charge of thirty-dollars (\$30.00) each time a check or moneys submitted as payment to the Company by the Customer is returned or not honored by a bank, depository or other financial institution.

- A. The Company shall render bills monthly to the Customer.
- B. The Company shall render bills for non-usage sensitive Recurring Charges in arrears of the month in which service was provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Non-Recurring Charges may be billed on the next monthly bill to the Customer after the charges are incurred. All charges billed to the Customer shall be due and payable within thirty (30) days after the bill date.
- C. 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. For this purpose, every month is considered to have thirty (30) days.
- D. Rounding of Charges - When rates as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded up to the nearest penny (i.e., rounded to two decimal places).

INTERNATIONAL TARIFF

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

- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is usually the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- F. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one-half percent (1.5%) late charge applied to the unpaid balance.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- G. Amounts not paid within thirty (30) days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

- H. The Customer shall have up to ninety (90) days (commencing five (5) days after remittance of the bill) to notify the Company of a dispute over charges or to receive credits.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.3 Deposits**

- A. Before the service or facility is furnished to a Customer whose credit has not been duly established under Company policies, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except in those states where deposits are not allowed due to tariff regulations. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. an amount in excess of three (3) months of the estimated charge for the service for the ensuing twelve (12) months; or
 2. one half (½) of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- B. A deposit may be required in addition to an advance payment.
- C. The Company shall pay interest on a deposit at a rate not to exceed six (6) percent. Interest on a deposit shall accrue annually and, if requested, shall be credited annually to the customer by deducting an amount equal to such interest due from the amount of the customer's bill for service following the accrual date.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.3 Deposits (Cont'd)

- D. The charges set forth in this Tariff for facility terminations contemplate installations made during regular business hours in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- E. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

2.5.4 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving written notice five (5) days in advance to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving written notice thirty (30) days in advance to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.4 Refusal and Discontinuance of Service (Cont'd)

- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A. or 2.5.5.B. following, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, 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.
- F. 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 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 the Company 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 Tariff provisions, the Tariff regulations of the company whose Local Serving Office serves the Customer shall apply for joint service discontinuance.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

G. The Company may discontinue furnishing any and/or all services(s) to a Customer, without incurring any liability:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.4.G.1. (a-f), if:

- (a) The Customer refuses to furnish information acceptable to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A. above;
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other communications services to which the Customer either subscribes or had subscribed or used;

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

G. The Company may discontinue furnishing any and/or all services(s) to a Customer, without incurring any liability: (Cont'd)

1. The Company may discontinue service pursuant to this sub-section 2.5.4.G.1(a-f), if: (Cont'd)

(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 to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:

(1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff;

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

(3) Any other fraudulent means or devices.

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

3. Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A., above; or

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.4 Refusal and Discontinuance of Service (Cont'd)

G. The Company may discontinue furnishing any and/or all services(s) to a Customer, without incurring any liability: (Cont'd)

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

2.5.5 Cancellation of Application for Service

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

B. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company 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.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.5 Cancellation of Application for Service (Cont'd)**

- C. Where, prior to cancellation by the Customer, the Company 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 the Company 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 the company that would have been chargeable to the Customer had service begun.
- D. The special charges described in Section 2.5.5.A. through 2.5.5.B. 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 Tariff 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. A credit allowance will be made at the request of the customer when an interruption occurs or a failure of any component furnished by the Company under this Tariff. 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.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

- B. For calculating credit allowances, every month is considered to have thirty (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.

No credit will be allowed for an interruption of a Dedicated Access facility for less than twenty four (24) hours. After the first twenty four (24) hour period, a credit equal to 1/30 of the Dedicated Access facility charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty four (24) hours.

2.6.2 Limitations on Allowances

- A. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
 2. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
 3. interruptions due to the failure or malfunction of non-Company equipment;
 4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

A. No credit allowance will be made for: (Cont'd)

5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
7. interruption of service due to circumstances or causes beyond the control of the Company .

2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company, or another Provider, during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.7 Cancellation of Service**

2.7.1 If a Customer cancels services before the completion of the term for any reason whatsoever without notice and without the Company's concurrence or consent, the Customer agrees to pay to the Company 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 Company to establish service to Customer; plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

2.8 Transfers and Assignments

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

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this Tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third (3rd) 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.
- 2.9.4 The Company 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

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions**

Certain terms used generally throughout this Tariff for the Access Services of this Company are defined below.

Access Code: A uniform five (5) or seven digit code assigned by the Company to an individual customer. The five (5) digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

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

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 Tariff if private agreements are permitted by applicable governmental rules.

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

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions (Cont'd)**

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

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

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic 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.

Company: Logix Communications, which is the issuer of this Tariff.

Commission: Federal Communications Commission

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Office which terminates the call. In this system, all of the dialed digits are received by the originating switch, 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 link are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders or obtains Service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions** (Cont'd)

Duplex Service: Service which provides for simultaneous transmission in both directions.

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

End User: Any individual, association, corporation, governmental agency or any other entity other than a Carrier which subscribes to interstate service provided by an Exchange Carrier and/or Company.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service. The Company may be considered an Exchange Carrier for purposes, depending on the context.

Fiber Optic Cable: 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.

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

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions (Cont'd)**

Hub: The Company office where all facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

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

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

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, 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.

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

Line Information Data Base (LIDB): The data base which contains 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.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions (Cont'd)**

Local Access: A dedicated or switched connection between two points within a LATA that is subject to this Tariff.

Mbps: Megabits, or millions of Bits, per second.

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 the Company'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 the Company'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.

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

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

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code. The selected IXC(S) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Access Service at the Local Switching Center that serves the End User.

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions (Cont'd)**

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

Service Commencement Date: The first day following the date on which the Company 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 Tariff, 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 the Company 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.

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

Service Switching Point (SSP): A Service Switching Point denotes an end office or tandem Which, in addition to having SS7 and SP capabilities, is also equipped to query centralized Databases.

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

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

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

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

INTERNATIONAL TARIFF

2.0 REGULATIONS (Cont'd)**2.10 Definitions (Cont'd)**

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

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 866, 877, 888, etc).

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

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having responsibility to protect the safety and property of the general public. It is intended that use of 911 Services will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

INTERNATIONAL TARIFF

3.0 SERVICE OFFERINGS**3.1 International Message Telecommunications Service****3.1.1 Description of Service**

International Message Telecommunications Service consists of the furnishing of switched message telephone service from the Company's operating centers in the United States to all points listed in Section 4.0 following. Such services will be available 24 hours a day, seven days a week.

The rates as listed in Section 4.0 following are **"not to exceed rates."** All rates are shown as cost per minute (CPM), though actual billing increments may be thirty (30) second minimum with additional six (6) second billing. The length of all calls will be rounded to the next higher billing increment. The actual rate charged to customers may vary depending on assigned rate plan, rate plan billing increments, monthly volume discounts, and length of term commitment.

All rates are stated and must be paid in U.S. dollars.

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS4.1 Not to Exceed Rates

Country Code	Country	CPM
93	Afghanistan	\$1.1758
355	Albania	\$3.9850
213	Algeria	\$2.6200
684	American Samoa	\$3.8700
376	Andorra	\$1.6460
244	Angola	\$4.5950
809/264	Anguilla	\$0.8128
NPA 268	Antigua	\$0.7652
54	Argentina	\$2.1500
374	Armenia	\$2.6675
297	Aruba	\$1.5175
247	Ascension Island	\$2.9600
61	Australia	\$2.9240
43	Austria	\$1.6110
994	Azerbaijan	\$2.6925
NPA 242	Bahamas	\$0.4518
973	Bahrain	\$2.9325
880	Bangladesh	\$4.3000
246	Barbados	\$0.8171
375	Belarus	\$2.8800
32	Belgium	\$1.5605
501	Belize	\$2.3800
229	Benin	\$2.6200
809	Bermuda	\$0.5916
975	Bhutan	\$5.2500
591	Bolivia	\$2.5100
387	Bosnia & Herzegovina	\$2.1775
267	Botswana	\$2.7200
55	Brazil	\$2.0995
809	British Virgin Islands	\$0.7748
673	Brunei	\$3.8300

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS4.1 Not to Exceed Rates

Country Code	Country	CPM
359	Bulgaria	\$2.2900
226	Burkina Faso	\$3.6675
257	Burundi	\$4.5200
855	Cambodia	\$3.2675
237	Cameroon	\$2.5000
238	Cape Verde Islands	\$3.1250
809/345	Cayman Islands	\$0.7660
236	Central African Republic	\$4.4200
235	Chad	\$3.9800
56	Chile	\$2.1900
86	China	\$5.4000
57	Colombia	\$2.3100
242	Congo, Republic of	\$3.6725
682	Cook Islands	\$5.3075
506	Costa Rica	\$2.0700
385	Croatia	\$2.1775
357	Cyprus	\$2.0565
420	Czech Republic	\$2.1775
45	Denmark	\$1.6049
246	Diego Garcia	\$2.0424
253	Djibouti	\$3.5700
809	Dominica	\$0.7912
809	Dominican Republic	\$0.6248
593	Ecuador	\$2.3100
20	Egypt	\$2.6200
503	El Salvador	\$2.2200
240	Equatorial Guinea	\$4.3950
291	Eritrea	\$1.8750
372	Estonia	\$2.6925
251	Ethiopia	\$3.0200
298	Faeroe Islands	\$1.6890
500	Falkland Islands	\$3.9400
679	Fiji Islands	\$3.8300
358	Finland	\$1.9225
33	France	\$1.5725

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS4.1 Not to Exceed Rates

Country Code	Country	CPM
596	French Antilles/Martinique	\$1.5250
594	French Guiana	\$2.5900
689	French Polynesia	\$3.4820
241	Gabon Republic	\$2.5700
220	Gambia	\$2.7200
995	Georgia	\$1.2564
49	Germany	\$1.4247
233	Ghana	\$2.6425
350	Gibraltar	\$2.1625
30	Greece	\$1.8915
299	Greenland	\$2.2900
809	Grenada	\$1.1222
590	Guadeloupe	\$1.6200
53	Guantanamo Bay	\$0.9929
502	Guatemala	\$2.1700
224	Guinea	\$2.9525
245	Guinea-Bissau	\$4.6200
592	Guyana	\$2.5900
509	Haiti	\$1.6200
504	Honduras	\$2.3600
852	Hong Kong	\$2.3600
36	Hungary	\$2.1775
354	Iceland	\$2.1775
91	India	\$4.0170
62	Indonesia	\$3.8300
871	INMARSAT - Atlantic East	\$12.4875
874	INMARSAT - Atlantic West	\$10.0000
873	INMARSAT - Indian	\$12.4875
872	INMARSAT - Pacific	\$12.4875
98	Iran	\$3.4400
964	Iraq	\$3.5150
353	Ireland	\$1.5755
972	Israel	\$2.8800
39	Italy	\$1.5860
225	Ivory Coast	\$2.6600
809/876	Jamaica	\$0.9029

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS4.1 Not to Exceed Rates

Country Code	Country	CPM
81	Japan	\$2.7780
962	Jordan	\$3.0900
254	Kenya	\$2.4310
686	Kiribati	\$3.9600
850	Korea, North	\$3.3575
82	Korea, South	\$0.8178
965	Kuwait	\$2.7030
856	Laos	\$3.2675
371	Latvia	\$2.6925
961	Lebanon	\$3.4975
266	Lesotho	\$2.6000
231	Liberia	\$2.6000
218	Libya	\$2.6000
370	Lithuania	\$2.6925
352	Luxembourg	\$2.0350
853	Macau	\$4.0300
389	Macedonia	\$2.1775
261	Madagascar	\$4.5450
265	Malawi	\$2.7275
60	Malaysia	\$3.8300
960	Maldives	\$6.1450
223	Mali Republic	\$3.2375
356	Malta	\$2.1775
692	Marshall Islands	\$1.6970
222	Mauritania	\$3.8000
230	Mauritius	\$3.9400
269	Mayotte Island	\$4.6200
691	Micronesia	\$3.9500
373	Moldova	\$2.6925
377	Monaco	\$0.7787
976	Mongolia	\$5.4600
664	Montserrat	\$0.7944
212	Morocco	\$2.5000
258	Mozambique	\$3.9400
95	Myanmar (Formerly Burma)	\$2.6118
264	Namibia	\$2.0500

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS4.1 Not to Exceed Rates

Country Code	Country	CPM
674	Nauru	\$3.9700
977	Nepal	\$4.3100
31	Netherlands	\$1.5860
599	Netherlands Antilles	\$1.3536
687	New Caledonia	\$3.9600
64	New Zealand	\$3.2895
505	Nicaragua	\$2.3800
227	Niger Republic	\$2.7000
234	Nigeria	\$2.0500
683	Niue	\$3.3575
672	Norfolk Island	\$5.3625
47	Norway	\$1.6875
968	Oman	\$3.0950
92	Pakistan	\$4.3100
680	Palau, Republic of	\$3.7800
507	Panama	\$1.9400
675	Papua New Guinea	\$3.4730
595	Paraguay	\$2.5100
51	Peru	\$2.3100
63	Philippines	\$3.0700
48	Poland	\$2.1775
351	Portugal	\$1.9423
974	Qatar	\$3.0950
262	Reunion Island	\$3.5700
40	Romania	\$2.2650
7	Russia	\$1.2564
250	Rwanda	\$3.9150
378	San Marino	\$1.3200
239	Sao Tome	\$4.4200
966	Saudi Arabia	\$2.5755
221	Senegal Republic	\$2.7275
248	Seychelles Islands	\$5.0600
232	Sierra Leone	\$3.3650
65	Singapore	\$2.9240
386	Slovenia	\$2.1775
677	Solomon Islands	\$4.1775

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS4.1 Not to Exceed Rates

Country Code	Country	CPM
252	Somalia	\$10.0500
27	South Africa	\$2.0500
34	Spain	\$1.5860
94	Sri Lanka	\$4.4500
290	St. Helena	\$3.4600
869	St. Kitts/Nevis	\$0.7944
758	St. Lucia	\$0.8100
508	St. Pierre/Miquelon	\$1.6050
809	St. Vincent/Grenadines	\$0.8178
249	Sudan	\$0.6768
597	Suriname	\$2.5900
268	Swaziland	\$2.6075
46	Sweden	\$1.5860
41	Switzerland	\$1.5860
963	Syrian Arab Republic	\$3.2975
886	Taiwan	\$3.1896
255	Tanzania	\$2.5900
66	Thailand	\$3.3575
228	Togo	\$2.7275
676	Tonga Islands	\$3.9600
809	Trinidad & Tobago	\$0.9201
216	Tunisia	\$2.6200
90	Turkey	\$2.1775
809/868	Turks & Caicos	\$0.7944
688	Tuvalu	\$5.4600
256	Uganda	\$2.6075
380	Ukraine	\$2.1775
971	United Arab Emirates	\$2.7030
44	United Kingdom	\$0.8500
598	Uruguay	\$2.4400
58	Venezuela	\$1.7727
84	Vietnam	\$3.2675
685	Western Samoa	\$3.9700
967	Yemen Arab Republic	\$1.1464
969	Yemen Democratic Republic	\$3.3500
381	Yugoslavia (incl. Serbia)	\$2.1775

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS

4.1 Not to Exceed Rates

Country Code	Country	CPM
243	Zaire, Republic of	\$2.7100
260	Zambia	\$2.5000
263	Zimbabwe	\$2.5000

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS (Cont'd)**4.2 City Rate Bands for Mexico**

<u>City</u>	<u>Band</u>
Acaponeta	7
Acapulco	8
Acayucan	8
Aguascalientes	6
Altata	6
Arriaga, Chiapas	8
Alixico	7
Autlan	7
Bahia Kino	4
Buenaventura	4
Campeche	8
Cancun	8
Champton	8
Chihuahua, Chih.	4
Chilpancingo	7
Choix	6
Ciudad Chetumal	8
Ciudad del Carmen	8
Ciudad Guerrero	5
Ciudad Guzman	7
Ciudad Juarez	1
Ciudad Mante	5
Ciudad Obregon	5
Ciudad Victoria	5
Coatzacoalcos	8
Colima	7
Culiacan	6
Durango	6
El Sueco	5
Ensenada	3
Escarcega	8
Fresnillo	6
Guaymas	5
Hermosillo	4
Hidalgo del Parral	5

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS (Cont'd)**4.2 City Rate Bands for Mexico (Cont'd)**

<u>City</u>	<u>Band</u>
Huajuapán	7
Iguala	7
Irapuato	6
Jalapa, Veracruz	7
Jalpa, Zacateas	6
Jimenez, Chihuahua	5
Jiquilpan	7
Juan Aldama	5
La Cuchilla	4
La Paz, Baja	6
Leon	6
Linares, Nuevo Leon	4
Los Mochis	6
Manzanillo	7
Matamoros, Tam.	1
Matehuala	5
Mazatlan	7
Merida	8
Mexicali	1
Monclova	4
Monterrey	4
Morelia	7
Nogales, Sonora	1
Nueva Casas Grandes	3
Nueva Rosita	3
Nuevo Laredo	1
Oaxaca	8
Orizaba	7
Pachuca	7
Piedras Negras	1
Pitiguito	4
Poza Rica	6
Puebla	7
Puerto Angel	8
Puerto Escondido	8

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS (Cont'd)**4.2 City Rate Bands for Mexico (Cont'd)**

<u>City</u>	<u>Band</u>
Puerto Juarez	8
Puerto Penasco	3
Puerto Vallarta	7
Queretaro	6
Quinones, Baja	6
Reynosa	1
Rosario	7
Sabinas	3
Sabinas Hidalgo	3
Salamanca	6
Saltillo	4
San Fernando, Tam.	3
San Francisco del Oro	6
San Luis de la Paz	6
San Luis Potosi	6
Santa Ana, Sonora	3
Santa Barbara, Chih.	5
Santa Rosalia, Baja	5
Silao	6
Sonoita	1
Tanazunchale	6
Tampico, Tam.	6
Tapachula	8
Taxco, Guerrero	7
Tehuantepec	8
Tepehuances	6
Tepic	7
Tijuana	1
Tlaxcala	7
Toluca	7
Torreon	5
Tuxpan, Veracruz	6
Tuxta Gutierrez	8
Uruapan	7
Veracruz	7
Villagran, Tamaulipas	5

INTERNATIONAL TARIFF

4.0 RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS (Cont'd)

4.2 City Rate Bands for Mexico (Cont'd)

<u>City</u>	<u>Band</u>
Villhermosa	8
Zacatecas	6

4.2.1 Not to Exceed Rates for Mexico Bands

<u>Band</u>	<u>CPM</u>
1	\$0.2960
2	\$0.2960
3	\$0.4600
4	\$0.4800
5	\$0.6500
6	\$0.8300
7	\$1.1100
8	\$1.1800

4.3 Operator Services

Price per minute as set forth in Section 4 preceding with an additional \$2.50 per call surcharge.