

Terms and Conditions of International Switched Voice Service

Provided by

tw telecom

These Terms and Conditions apply to international communications services between points in the contiguous United States and international points.

Service is provided by radio, terrestrial facilities, submarine cables, earth terminals and communications satellites in connection with the establishment of communications paths between points in the United States Mainland including Alaska, Hawaii, District of Columbia, Puerto Rico, the U.S. Virgin Islands, the Commonwealth of the North Mariana Islands (CNMI), Guam and foreign points as specified herein.

Effective: July 1, 2008

CHECK SHEET

All pages of this Terms and Conditions document listed below are effective as of the date shown.

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Effective: July 1, 2008

ISSUING CARRIERS

tw telecom holdings inc.
tw telecom of alabama llc
tw telecom of arkansas llc
tw telecom of arizona llc
tw telecom of california l.p.
tw telecom of colorado llc
tw telecom of d.c. llc
tw telecom of florida l.p.
tw telecom of georgia l.p.
tw telecom of hawaii lp
tw telecom of idaho llc
tw telecom of illinois llc
tw telecom of indiana l.p.
tw telecom of kansas city llc
tw telecom of kentucky llc
tw telecom of louisiana llc
tw telecom of maryland llc
tw telecom of minnesota llc
tw telecom of mississippi llc
tw telecom of nevada llc
tw telecom of new jersey l.p.
tw telecom of new mexico llc

Effective: July 1, 2008

ISSUING CARRIERS (cont'd)

tw telecom of new york l.p.

tw telecom of north carolina l.p.

tw telecom of ohio llc

tw telecom of oklahoma llc

tw telecom of oregon llc

tw telecom of south carolina llc

tw telecom of tennessee llc

tw telecom of texas llc

tw telecom of utah llc

tw telecom of virginia llc

tw telecom of washington llc

tw telecom of wisconsin l.p.

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Effective: July 1, 2008

DOCUMENT FORMAT

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the document. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1. When changes are made on any document page, a revised page will be issued canceling the page affected.

Effective: July 1, 2008

APPLICATION OF TERMS AND CONDITIONS DOCUMENT

This Terms and Conditions document contains the regulations and rates applicable to the furnishing of Resale International Switched Voice Service by the Issuing Carriers (collectively referred to as the "Company") between their Customers and overseas points as listed herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like limitations. Terms and conditions are subject to change.

Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.

STATEMENT OF ORIGINATION

The Company's services are offered from all originating locations throughout the mainland United States of America, Alaska, District of Columbia, Hawaii, Puerto Rico, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands and Guam.

Effective: July 1, 2008

SECTION 1.0 DEFINITIONS

The following definitions are applicable to this document:

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code may have the form 10XXX, 101XXX, 950-0XXX, 1-800/888-NXX-XXX, etc.

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Line Termination - For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

Call - A Customer attempt for which the complete address code is provided to the service end office.

Commission - The Federal Communications Commission.

Effective: July 1, 2008

SECTION 1.0 DEFINITIONS, *continued*

Company or Carrier – The Issuing Carriers identified on page two of these Terms and Conditions unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Terms and Conditions and applicable Price List(s). See also Subscriber.

Dedicated Access - See Special Access.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of these Terms and Conditions and Applicable Price List(s). The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of the Carrier to serve End Users on a pre-subscribed basis rather than through the use of dial access codes.

Interstate - For the purposes of this document, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more locations in the United States and one or more international locations.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

Message - A Message is a Call as defined above.

Premises - A building or buildings on contiguous property.

Effective: July 1, 2008

SECTION 1.0 DEFINITIONS, *continued*

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others in accordance with these Terms and Conditions and applicable Price List(s).

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

United States - The 48 contiguous states, Alaska, District of Columbia, Hawaii, Puerto Rico, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands and Guam.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for communication to and from international locations as specified herein. The Company's service is available twenty-four hours per day, seven days per week, where facilities and equipment exist.

The Company arranges for installation, operation and maintenance of service provided in the applicable Price List(s) for the Customer in accordance with the rules and regulations set forth in this Terms and Conditions document.

2.2 Limitation On Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Terms and Conditions document. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the rules and regulations specified in this Terms and Conditions document.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this document), or when service is used in violation of provisions of this Terms and Conditions document or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this document, shall not be liable for errors in transmission or for failure to establish connections.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.2 Limitation On Service, *continued***

- 2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.2.5** Foreign Telecommunications Administrations may impose upon the portion of the end-to-end international service or facilities which they provide certain limitations, prohibitions or restrictions which may have the effect of limiting the ability of Subscribers or Customers to utilize the services furnished by the Company. It is the responsibility of the Customer to confirm any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administration.
- 2.2.6** Service may be discontinued by the Company, without notice to the Subscriber or Customer, (1) by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations or (2) by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Subscriber or Customer affected, assign new authorization codes to replace those codes which have been deactivated.
- 2.2.7** In order to control fraud, the Company may limit the use of services provided under this document and any applicable Price List(s) to or from certain countries or areas including all or part of the United States, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, or the U.S. Virgin Islands.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.2 Limitation On Service, *continued***

2.2.8 The Company shall not be liable for any damages (including usage charges) that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The authorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.3 Assignment or Transfer**

All service provided under these Terms and Conditions and any applicable Price List(s) is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.4 Location of Service**

Service originates or terminates at locations within the United States.

2.5 Use of Service

- 2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.5.3.** Recording of telephone conversations of service provided by the Company under this Terms and Conditions document is prohibited except as authorized by applicable federal, state and local laws.
- 2.5.4** Any service provided under this Terms and Conditions document and any applicable Price List(s) may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Terms and Conditions document and any applicable Price List(s), for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.6 Discontinuance and Restoration of Service**

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

2.6.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation notice is received, whichever is later. If the Customer terminates service prior to completion of the contract term, the Customer will be liable for charges for the balance of the term based on an average of all previous months' usage. If the Customer's service is terminated early, the amount of the cash deposit for long distance service will be applied to termination charges.

2.6.2 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.6 Discontinuance and Restoration of Service, *continued*****2.6.2 Cancellation by the Company, *continued***

- C. For any violation of law or of any of the provisions governing the furnishing of service under this Terms and Conditions document and any applicable Price List(s): The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.6 Discontinuance and Restoration of Service, *continued*****2.6.3 Restoration of Service**

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

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of final order confirmation (FOC), or prior to the start of special construction, no charge applies. Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified in this Terms and Conditions document and any applicable Price List(s) or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.9 Payment and Credit Regulations****2.9.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services furnished to the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of its communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via its authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.9 Payment and Credit Regulations, *continued*****2.9.2 Deposits**

The Company, to safeguard its interests, may require a Customer to make a cash deposit, or to post a bond, prior to the provision of long distance service, to be held by the Company as guarantee for payment of future charges.

Deposits will not be requested based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

A cash deposit may not exceed the estimated charges applicable to a two month period of service. The payment of a cash deposit in no way relieves the Customer from complying with the Company's requirement for the prompt payment of bills.

After the Customer has established a twelve-month prompt payment record, the cash deposit will be refunded or credited to the Customer's account at the Customer's written request. Should the Customer's service be terminated prior to the completion of the term of the contract, the amount of the cash deposit will be forfeited.

The Company retains the right to assess additional cash deposit amounts should the Customer's billing history prove to be greater than originally estimated. Should a Customer fail to pay the additional amount, service could be terminated at the discretion of the Company.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.9 Payment and Credit Regulations, *continued*****2.9.2 Deposits, *continued***

In the event the Customer terminates service before completion of the contract term, the Company may apply the deposit to the satisfaction of overdue charges.

During the full contract period when the cash deposit is held, if required by the State Commission, simple annual interest will be added to the cash deposit amount collected. The rate of interest accrued will be based on identified Commission guidelines. Interest will be paid until the cash deposit is credited to the Customer's account or is refunded by the Company.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.9 Payment and Credit Regulations, *continued*****2.9.3 Taxes, Surcharges and Fees**

- A. All applicable federal, state and local taxes including, but not limited to gross receipts tax, sales tax and municipal utilities tax are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Terms and Conditions document and any applicable Price List(s).
- B. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Telecommunications services provided by the Company are subject to a monthly Universal Service Fund Fee.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the fund. These percentages will be subject to periodic adjustment.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.10 Claims and Disputes**

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

2.11 Inspection, Testing and Adjustment

2.11.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this document are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.11.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.12 Interconnection**

- 2.12.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.12.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Terms and Conditions document, any applicable Price List(s) and the other common carrier's tariffs.
- 2.12.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.13 Liability of the Company**

- 2.13.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Terms and Conditions document and any applicable Price List(s) (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.13.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.13.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.13 Liability of the Company, *continued***

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

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

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.14 Liability of the Customer**

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

claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

all other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.15 Obligations of the Customer****2.15.1 Damages**

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

2.15.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Terms and Conditions document and any applicable Price List(s) shall remain the property of the Company.

2.15.3 Testing

The service provided under this Terms and Conditions document and any applicable Price List(s) shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.16 Special Conditions Applicable to the Company's Toll Free Service**

- 2.16.1** If a Customer of the Company's Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and /or deny requests for additional service. The Company will give the Customer three (3) days written notice via certified mail of intent to suspend or deny service due to such non-compliance. If it is found that the Customer has obtained service without billing by withholding or delaying answer supervision, the Company reserves the right to re-compute past billing based on a Company-determined surrogate for call timing.
- 2.16.2** The Customer is responsible for all charges for use of the Company's Toll Free Service arising from calls placed to the Customer's Toll Free Service provided under this Terms and Conditions document and any applicable Price List(s), including any use, misuse or abuse of the Customer's service or Customer-provided systems, equipment, facilities or services interconnected to the Customer's Toll Free Service, or members of the public who dial the Customer's Toll Free number by mistake.
- 2.16.3** An applicant for the Company's Toll Free Service shall supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of geographical marketing target areas, and a schedule of marketing and promotional activities. The Company reserves the right to require quarterly forecast updates from the Customer.
- 2.16.4** The Company is not obligated to cooperate in the porting of toll free numbers (i.e. 8XX) to other common carriers when the Customer has a past due balance of uncontested toll free service charges.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.17 Liability for Calling Card Fraud**

The Customer is liable for unauthorized use of the Company's service obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

The Customer liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection.

2.18 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge is applicable to all international calls that originate from any domestic pay telephone used to access the Company's services.

Effective: July 1, 2008

SECTION 2.0 RULES AND REGULATIONS, *continued***2.17 Toll Blocking**

Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available to the Company's long distance business Customers.

<u>Blocking Option</u>	<u>Description</u>
0+	Restricts access to IntraLATA and InterLATA calls placed through the local operator.
00+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator.
01	Restricts access to operator assisted international calls
0+NPA+555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via 0+NPA+555 unless the Customer also requests 0+NPA+555 blocking.)
011	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Samoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "01" restriction for access to operator assisted international calling.