Primus Telecommunications, Inc.

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by Primus Telecommunications, Inc. ("Primus" or "Carrier") between one or more points in the State of Kentucky. This tariff is on file with the Public Service Commission of Kentucky, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1700 Old Meadow Drive, 3rd Floor, McLean, Virginia, 22102, (703)-902-2800.

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original	53	Original
24	Original	54	Original
25	Original	55	Original
26	Original	56	Original
27	Original	57	Original
28	Original	58	Original
29	Original	59	Original
30	Original	60	Original

* New or Revised

CHECK SHEET (Cont'd)

SHEET	REVISION	SHEET	REVISION
61	Original	96	Original
62	Original	97	Original
63	Original	98	Original
64	Original	99	Original
65	Original	100	Original
66	Original	101	Original
67	Original	102	Original
68	Original	103	Original
69	Original	104	Original
70	Original	105	Original
71	Original	106	Original
72	Original	107	Original
73	Original	108	Original
74	Original	109	Original
75	Original	110	Original
76	Original	111	Original
77	Original	112	Original
78	Original	113	Original
79	Original	114	Original
80	Original	115	Original
81	Original	116	Original
82	Original	117	Original
83	Original	118	Original
84	Original	119	Original
85	Original	120	Original
86	Original	121	Original
87	Original	122	Original
88	Original	123	Original
89	Original	124	Original
90	Original	125	Original
91	Original	126	Original
92	Original		
93	Original		
94	Original		
95	Original		

*New or Revised

TABLE OF CONTENTS

CHECK SHEET 2

TABLE OF CONTENTS 4

SYMBOLS 5

TARIFF FORMAT 6

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS 7

SECTION 2 - RULES AND REGULATIONS 9

SECTION 3 - DESCRIPTION OF SERVICES 31

SECTION 4 - RATES 41

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS 45

ATTACHMENT 1 126

SYMBOLS

The following are the only symbols used for the purposes indicated below:

D	-	Delete or Discontinue
I	-	Change Resulting In An Increase to A Customer's Bill
M	-	Moved From Another Tariff Location
N	-	New
R	-	Change Resulting In A Reduction to A Customer's Bill
T	-	Change In Text or Regulation But No Change In Rate or Charge

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 14 and 15 would be 14.1.

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 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence - 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).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Refers to Primus Telecommunications, Inc.

Commission - Refers to the Public Service Commission of Kentucky.

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

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Off Peak - Refers to Monday – Friday 6:00 p.m. until 5:59 a.m. and any time on Saturday or Sunday.

On-Net Customer - Refers to Customers within the following LATAs: 132, 236, 238, 240, 460, 723, 730, 726, and 732.

Peak - Refers to Monday – Friday 6:00 a.m. until 5:59 p.m.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill.

User - The person(s) utilizing Carrier's services.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State of Kentucky. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

2.1.2 Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.

2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

2.1.4 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

2.1.5 Carrier's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of Carrier's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.

2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations thereunder without the prior written consent of Carrier which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by Carrier.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

2.3.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.

2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.3.3 The liability of the Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Carrier shall not be liable for any claims for loss or damages involving:

A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;

B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

C. Any unlawful or unauthorized use of the Carrier's facilities and services;

D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier- provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;

E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;

F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4. (Cont'd)

H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;

I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

K. Any act or omission in connection with the provision of 911, E911, or similar services;

L. Any noncompletion of calls due to network busy conditions;

M. Any calls not actually attempted to be completed during any period that service is unavailable.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.3.8 THE SERVICES SET FORTH HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. PRIMUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE BETWEEN CUSTOMER AND PRIMUS SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY PRIMUS FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES

2.3.9 If a third party solicits a Customer's order on behalf of Carrier or promotes or endorses to the Customer the use of service, or provides all or a portion of such service with, for, or on behalf of Carrier, or if a third party is involved in any other way, Carrier and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Carrier or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.

2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.

2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.

2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.

2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

2.4.11 If Carrier hires a collection agency to collect, or attempt to collect, any charges owed Carrier, Customer will be liable to Carrier for an additional payment equal to thirty-five percent (35%) of the charges owed, where permitted by applicable law. If Carrier incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed Carrier other than by hiring a collection agency, Customer will be liable to Carrier for the payment of all such fees and expenses reasonably incurred.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services

2.5.1 General

A. A service is interrupted when it becomes unusable to the Customer, *e.g.,* the Customer is unable to transmit or receive, because of a failure of a component furnished by the Carrier under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Carrier to be impaired.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;

B. due to the failure of power, equipment, systems, or services not provided by the Carrier;

C. due to circumstances or causes beyond the control of the Carrier;

D. during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. during any period in which the Customer continues to use the service on an impaired basis;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2. Limitations on Allowances (Cont'd)

F. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.5.4 Discontinuation or Suspension of Service by Carrier

In addition to any other remedies available to Carrier, Carrier may, upon notice if required by applicable state law, and at its option, unless stated otherwise, discontinue or suspend service, or cancel an application for service for any of the following reasons:

A. For nonpayment of any sum due to Carrier; or

B. In the event of a violation of any of the provisions governing the furnishing of the service under this tariff, or of any Carrier rule of general application with respect to the use of service; or

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

C. Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the service; or

D. Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such service; or

E. In the event when payment for service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Carrier for any reason; or

F. In case of any intentional or de facto transfer or assignment of service without the expressed written authorization of Carrier; or

G. In the event of Customer'ss insolvency; or

H. Failure to pay deposit requested by Carrier in accordance with Section 2.10 of this tariff; or

I. A general assignment by the Customer for the benefit of its creditors; or

J. Without notice, if Carrier deems such action necessary to protect against fraud or to otherwise protect Carrier's personnel, agents, facilities or service; or

K. In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to Carrier's equipment; or

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

L. Customer refuses to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to Customer's creditworthiness, Customer's status under federal and/or state low income programs, Customer's past or current useof common carrier communications service, or Customer's planned use of such service; or

M. Carrier has received notice from Customer's local telephone company that the local telephone company has cancelled Customer's local exchange service; or

N. Customer's service usage charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or possible fraud; or

O. Customer has been given written notice by Carrier of any past due amount (which remains unpaid, in whole or in part) for any of Carrier's or an affiliated carrier's service to which Customer either subscribes or had subscribed or used; or

P. Customer use the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling); or

Q. Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices; or

R. Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by Carrier or others having legal authority to investigate Customer's legal obligations; or

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

S. Customer's telephone equipment fails to pass back to Carrier the appropriate signal to start and stop billing for a call; or

T. Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity; or

U. Customer subscribes to a Carrier-issued calling card service and has not used the service (with the exception of calls to Directory Assistance) for 24 months. In such case, Carrier may deactivate the calling card to reduce the risk of fraud or abuse. If Customer wishes to renew service, Carrier will promptly provide a new card; or

V. Carrier has made available service to Customer and Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, Customer has not actually and substantially used the available service for any consecutive 90-day period (as used in this paragraph, "actual and substantial use" will mean a pattern of use that discloses an intent on Customer's part to employ the service to transmit information of Customer's choosing); or

W. Customer acts in a manner that is threatening, obscene, harassing, or abusive to Carrier personnel.

X. If Carrier terminates service as set forth above, in addition to any other remedies available to Carrier, the Customer shall pay to Carrier any amounts due as a result of such termination of service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated service as set forth in Section 2.6.4 above. The Customer must pay all specified amounts within thirty (30) days of termination of service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

2.6.1 Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.

2.6.2 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. The penalty may be assessed only once on any bill for rendered service. A charge of $15.00 may be imposed for returned checks.

2.6.3 To the extent that Customer has a minimum spend commitment (net of any applicable term plan or other discounts), if the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.8.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Public Service Commission of Kentucky. The Commission's address is:

Public Service Commission of Kentucky
730 Schenkel Lane
P.O. Box 615
Frankfort, Kentucky 40602
1-800-772-4636

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

A. If Carrier becomes concerned at any time about Customer's ability to pay for services, Carrier may require that Customer pay its charges within a specified number of days and that Customer make such payments in cash or the equivalent of cash.

B. If Customer's telecommunications payment history is not acceptable to Carrier or if Customer's telecommunications payment history is unknown or indeterminable, Customer may be required, at any time, to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to Carrier and authorization for Carrier to charge usage to Customer's credit card account; or (iii) agreement that Customer's usage of Carrier network and services will be subject to toll usage limits to be determined by Carrier. Prior to Customer's compliance with this request, Carrier reserves the right to cease accepting and processing service orders. Carrier may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate. Carrier may refuse to furnish services if any charges owed by Customer to Carrier are past due for service(s) provided.

C When billing and collection for Carrier service is performed on Carrier's behalf by a local telephone company, the security deposit requirements and late payment provisions set forth in Customer's service agreement with Customer's local telephone company and/or in its local tariff will apply to Customer's Carrier-provided service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Carrier reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on Carrier by an order, rule, or regulation of the Federal Communications Commission ("FCC") or other governmental (or quasi-governmental) authority in support of statutory or regulatory programs, including but not limited to Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

2.12 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.13 Promotions

Carrier may from time to time offer promotional services.

2.14 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in six second, eighteen second or minute increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers. Any fractional portion of a call is rounded up to the next highest billing increment. Fractions of a cent are rounded up to the next whole cent.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Calculation of Usage Rates (Cont'd)

2.14.1 Calculation of Distance

Usage charges are based the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involve, as specified in AT&T Tariff F.C.C. No. 10 or its successor document.

Step 1- Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the square of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 and by ten (10). Round to the next higher whole number if an fraction results from the division.

Step 6 - Obtain square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the cell.

Formula:

$$\sqrt{\frac{(V_1V_2)^2+(H_1H_2)^2}{10}}$$

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Calculation of Usage Rates (Cont'd)

2.14.2 Timing of Calls

2.14.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard Industry answer detection methods, including hardware and software answer detection.

2.14.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

2.14.2.3 Minimum call duration for billing purposes is six (6) seconds unless otherwise specified in the individual rate schedules of this tariff.

2.14.2.4 Calls are measured and billed in six (6) second increments unless otherwise indicated in this tariff. Any partial six (6) second increment is rounded up to a full increment.

2.14.3 Time-Of-Day Rate Periods

Unless otherwise specified in Section 5, none of Primus's offerings are presently time-of-day sensitive.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General Description of Services

Carrier provides interexchange and where allowed, intraLATA toll telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call.

Switched network service are designed for business and residential use. Unless otherwise identified in the service description, calls are billed in six (6) second increments and minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Presubscribed service is available from equal access originating end offices only. Travel service calls may be made from any area in the state.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.2 Primus Business Link*

Primus Business Link is a basic long distance offering to dial 1+, toll free, and calling card services to non-residential customers. Customers on this plan are subject to the following rates and charges for both domestic and international calling. Billing is in initial (30) thirty second and additional (6) six increments with a minimum calling duration of thirty (30) seconds.

3.3 Planet Talk*

Planet Talk is offered to new on-net customers that have non-residential business lines. Customers must originate all outbound calls from the following LATAs: 132, 236, 458, 460, 730, 952. Customers on this plan are subject to the rates set forth below. These rates are only available to locations that are on-net. Billing is in initial six (6) second and additional six (6) second increments.

3.4 Global Passport Card

Global Passport Card service is available to business Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

*Primus Business Link and Planet Talk have been grandfathered and are no longer available to new Subscribers.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.5 Primus Pre-Paid Calling Card

Primus Pre-Paid Calling Card (or debit card) allows customers to pay a fixed dollar amount in advance for long distance calling. Customers must dial an access code from a touch tone phone to use the service. Card accounts are decremented for each minute of use; fractional call minutes are rounded up to the nearest full minute. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. Calls are limited to direct dial calls. Calls to 700 or 900 numbers are blocked.

The Primus Pre-Paid Calling Card is available for use twenty-four hours a day, seven days a week. Taxes are included in the purchase price of the card.

A Pre-Paid Calling Card account is established upon receipt of payment by the Company. The Company reserves the right to determine acceptable types of payment.

3.6 Spectra Basic Service

Spectra Basic Service consists of switched outbound calling plans targeting business Customers with an estimated minimum monthly usage of at least $50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements; however, Customers spending less than $50.00 will be billed a monthly charge of $5.00. Intrastate service is offered in conjunction with Interstate service.

3.7 Spectra Dedicated Service

Spectra Dedicated Service is a combined dedicated T1 access outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least $2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.8 Global Access Direct Service

Global Access Direct Service is an outbound calling plan that is accessed via a Company-designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. There are no minimum monthly usage requirements, however, Customers spending less than $50.00 will be billed a monthly charge of $5.00. The plan does not require that the Customer be presubscribed to Primus, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to Global Access Direct subscriber. Calls from non-equal access areas, cellular phones, or any other form of call origination that fails to deliver automatic number identification (ANI) to Primus, will be blocked. Intrastate service is offered in conjunction with Interstate service. The company reserves the right to periodically review its usage records to ensure that Customers are subscribed to the plans that best align with their demonstrated volumes.

3.9 Primus Passport Postpaid Service

Primus Passport Postpaid Service is available in conjunction with other Primus services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Depending on the rate plan, calls are either billed in (a) six (6) second increments following a minimum billing period of thirty (30) seconds, or (b) sixty (60) second increments following a minimum billing period of sixty (60) seconds. Intrastate service is offered in conjunction with Interstate service.

Enhanced calling features are available with Primus Passport & Postpaid Service. These services may involve additional charges.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.10 Spectra Toll-Free Service

Spectra Toll-Free Service is a switched inbound calling plan targeted to Customers with an estimated minimum monthly usage of at least $50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements. Intrastate service is offered in conjunction with Interstate service.

3.11 Spectra Dedicated Toll-Free Service

Spectra Dedicated Toll-Free Service is a combined dedicated T-1 inbound calling plan targeting business customers with an estimated minimum monthly usage of at least $2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Interstate service is offered in conjunction with interstate service.

3.12 LCR Best Business Service

LCR Best Business Service is a switched service designed for former business Subscribers of Primus' affiliate, Least Cost Routing, Inc. Calls are billed in sixty (60) second increments. No monthly minimum required.

3.13 SME 2000 Service

SME 2000 Service is a switched service designed for residential Subscribers only, with active international calling. Calls are billed in six (6) second increments. No monthly minimum required.

3.14 DVD 2000 Service

DVD 2000 Service is a switched service designed for both business and residential Subscribers with limited international calling. Calls are billed in six (6) second increments. No monthly minimum required

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.15 SME Casual Caller Service

SME Casual Caller Service is a switched service designed for both business and residential users who make a small amount of long distance calls each month. Specifically, Customers who are not PICed to Primus using dial around services or have not established an account directly with Primus receive the rates associated with this Service. Calls are billed in sixty (60) second increments.

3.16 Business VoiceLink Service*

Business VoiceLink Service is a switched service designed for both business and residential Subscribers in which intrastate calls comprise the minority of all calls. Calls are billed in six (6) second increments. No monthly minimum required.

*Business VoiceLink Service has been grandfathered and is no longer available to new Subscribers.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.17 Voice Solutions 1 Service*

Voice Solutions 1 Service is a switched service designed for both business and residential Subscribers. On average, the majority of these Subscribers' calls are intrastate toll calls. Calls are billed in six (6) second increments. No monthly minimum required.

* Voice Solutions 1 Service has been grandfathered and is no longer available to new Subscribers.

3.18 TeraFon Service

TeraFon is a fully-integrated business service designed to meet the communication needs of businesses with outbound and/or inbound service requirements. TeraFon provides both switched and dedicated access capabilities. All services, switched and dedicated, inbound and outbound, are billed in six (6) second increments with a six (6) second minimum billing period.

TeraFon encompasses several pricing options with varying Minimum Monthly Revenue Commitments ("MMRC") that reflect common spending patterns of the business customer. International, interstate, intrastate and calling card calls contribute to the calculation of gross monthly usage associated with the corresponding MMRC. Directory assistance and operator service charges do not apply to the calculation of gross monthly usage.

The MMRC is applied to a single access type (switched or dedicated). The MMRC may be applicable to a single service type (outbound, inbound or travel) or to a combination of the three service types (outbound, inbound and travel). An account with inbound, outbound and travel service, utilizing the same access type, will only have one MMRC.

Each TeraFon account will benefit from a 90-day ramp-up period in which to accrue sufficient usage to meet the corresponding MMRCs. Once the ramp-up period has expired, customers billing less than the product MMRC will automatically be assessed a fee equivalent to the difference between actual gross usage and the pre-determined MMRC amount. Several TeraFon service options contain term plan agreements. Customers terminating service prior to the expiration date of their term plan agreement will be assessed the MMRC for the months remaining in the term plan agreement. The termination liability will be billed in one lump sum and payment is required within thirty (30) days of cancellation.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.18 TeraFon Service (Cont'd)

TeraFon Basic Switched Service*
TeraFon Basic Switched Service affords both outbound capabilities over switched access lines. Inbound calling capabilities terminate to customer-provided business switched access lines.

TeraFon 1000 Switched Service*
This service is available to customers who commit to an MMRC of $1000 per month and twelve (12) month term plan. TeraFon 1000 service affords both outbound and inbound calling capabilities over switched facilities. TeraFon 1000 inbound calls terminate over customer-provided business switched access lines.

TeraFon 5000 Switched Service
This service is available to customers who commit to an MMRC of $5000 per month and twelve (12) month term plan.

TeraFon Basic Service for Home*
TeraFon Basic Service for Home is a direct dial service available to residential customers. All calls originate in one (1) minute increments with an initial call duration for billing purposes of one (1) minute.

*TeraFon Basic Switched Service, TeraFon 1000 Switched Service, and TeraFon Basic Service for Home have been grandfathered and are no longer available to new Subscribers.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.19 Primus Business Switch Service

Primus Business Switch Service is a dial 1 and toll free 800 voice offering designed for business customers that generate a minimum amount of $50 per month. This product includes a fixed minimum usage amount of $50. Charges will be added to any usage shortfalls to satisfy this $40 minimum usage amount. The billing increments for this product are thirty (30) seconds initial/minimum and six (6) second each additional increment.

3.20 Globe Talk Plan GP*

Globe Talk Plan GP is an outbound only switched service. Calls are billed in sixty second increments.

3.21 Primus Residential Switch Service

Primus Residential Switch Service is a dial 1 voice offering for residential customers and is offered in conjunction with interstate calling plans. Minimum long distance usage requirements are set forth in the applicable interstate calling plan. The billing increments for this product are sixty (60) seconds initial/minimum and sixty (60) second each additional increment.

3.22 Primus ICM Passport Card Service

Primus ICM Passport Card Service is offered in conjunction with the Primus Residential Switch Service and accompanying interstate/international calling plans. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

3.23 PRI Wireless Plan*

PRI Wireless is a wireless, inbound only service. Calls are billed in sixty (60) second increments.

*Globe Talk Plan GP and PRI Wireless Access are grandfathered and are no longer available.

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.24 Operator Assisted Services

The Company provides the Customer operator assisted services on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (operator dialed, collect, third party billed, credit card billed or customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

3.25 Directory Assistance

Long Distance Directory Assistance charges apply on either a per call or per minute basis for each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

SECTION 4 - RATES

4.1 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings. Calling card calls from payphones may be subject to additional surcharges as described in Section 2.11.

4.2 Primus Business Link*

Rate Per Minute:	$0.17

4.3 Planet Talk*

	Switched	Dedicated
Rate Per Minute:	$0.175	$0.138

4.4 Global Passport Card Service

Rate Per Minute:	$0.25

4.5 Primus Pre-paid Calling Card

Rate Per Minute:	$0.13

4.6 Spectra Basic Service

Rate Per Minute:	$0.150

4.7 Spectra Dedicated Service

	Outbound	Inbound
Rate Per Minute:	$0.099	$0.099

4.8 Global Access Direct Service

Rate Per Minute:	$0.099

4.9 Primus Passport & Postpaid Service

Rate Per Minute:	$0.1490
Per Call Surcharge:	$0.5000

*Primus Business Line and Planet Talk Services have been grandfathered and are no longer available to new subscribers.

SECTION 4 – RATES (Cont'd)

4.10	Spectra Toll-Free Service		
	Rate Per Minute:	$0.1870	
4.11	Spectra Toll Free Dedicated Service		
	Rate Per Minute:	$0.1590	
4.12	LCR Best Business Service	Outbound	Inbound
	Rate Per Minute:	$ 0.200	$ 0.145
4.13	SME 2000 Service	Outbound	Inbound
	Rate Per Minute:	$ 0.066	$ 0.066
4.14	DVD 2000 Service	Outbound	Inbound
	Rate Per Minute:	$ 0.066	$ 0.066
4.15	SME Casual Caller Service	Outbound	Inbound
	Rate Per Minute:	$0.45	$0.45
4.16	Business VoiceLink Service *	Outbound	Inbound
	Rate Per Minute	$0.125	$0.125
4.17	Voice Solutions 1 Service*	Outbound	Inbound
	Rate Per Minute:	$0.10	$0.10

*Business VoiceLink and Voice Solutions 1 Services have been grandfathered and are no longer available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.18 TeraFon Service

TeraFon Basic Service*	Outbound	Inbound
Rate Per Minute:	$0.2850	$0.1700

TeraFon 1000 Switched Service*	Outbound	Inbound
Rate Per Minute:	$0.2500	$0.1450

TeraFon 5000 Switched Service	Outbound	Inbound
Rate Per Minute:	$0.065	N/A*

*No Inbound Service

TeraFon Basic Service for Home*

All calls are billed in one (1) minute initial and additional increments.

Rate Per Minute:	Peak	Off-Peak
	$0.16	$0.13

*TeraFon Basic Service, TeraFon Switched 1000 and TeraFon Basic for Home Services have been grandfathered and are no longer available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.19 PRIMUS Business Switch Service

Rate Per Minute:	$0.14
Monthly Fixed Minimum:	$50.00

4.20 Globe Talk Plan GP

Rate Per Minute	$0.15

4.21 Primus Residential Switch Service

	Peak	Off Peak
Rate Per Minute:	$0.15	$0.10

4.22 Primus ICM Passport Card Service

	Peak	Off Peak
Rate Per Minute:	$0.25	$0.25
Surcharge Per Call:	$0.50	

4.23 PRI Wireless Access

Rate Per Minute	$0.25

4.24 Operator Assisted Services [Reserved]

4.25 Long Distance Directory Assistance

Service	
Spectra Basic	$0.70 per minute
Spectra Dedicated	$0.70 per minute
SME Casual Caller	$0.75 per inquiry
All other services	$0.68 per inquiry

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS

5.1 Application of Terms and Conditions.

This Section 5 of the Tariff contains the regulations and charges that apply to the intrastate switched telecommunications services previously provided to Customers by Cable & Wireless USA, Inc. (C&W) between locations within the State of Kentucky on the date of October 29, 2002, and are thereafter provided by Primus Telecommunications, Inc. ("Primus" or "Carrier") located at 1700 Old Meadow Road, 3rd Floor, McLean, VA 22102. All services referenced herein are grandfathered, and are not available to new Primus subscribers. To the extent that the terms and conditions set forth in Section 5.1 and 5.2 (except any terms and conditions regarding the calculation or application of rates) are (i) in direct conflict with those set forth in Section 2 of this Tariff, and (ii) are less favorable to the Customer, the terms and conditions of Section 2 of this Tariff shall apply.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations

5.2.1 Definitions

Access Carrier
Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by Primus to provide the Access Facilities between the Customer's Premises and Primus' POP.

Access Facilities
All facilities that connect Customer's premises to Primus' POP.

ANI
Automatic Number Identification – Applies to the assigned number of the calling station for routing and billing purposes.

Authorization Code
A numerical code assigned to the Customer that enables Primus to identify use of Service on the Customer's account and to bill the Customer accordingly for such Service.

Authorization Form -- ("Auth Form")
A set of standard applicable order forms, specification sheets and other related documentation which include all pertinent billing, technical, and other descriptive information which, upon execution by the Customer and C&W, authorized C&W (and now Primus) to provide services as required.

Authorized User
An end user authorized by the Customer to use the Service.

Call Initiator
A party that prearranges a conference call.

Called Station
The station at which a call terminates.

Calling Station
The station from which a call is originated.

Card Holder
Customer or another authorized user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a prepaid calling card and has the capability of completing a call and charging such call to the Customer account assigned to such card.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.1 Definitions (Cont'd)

Carrier
Primus Telecommunications, Inc. ("Primus") unless context indicates otherwise.

Collect Call
A billing arrangement where a call is billed to the called station.

Commission
Kentucky Public Service Commission unless context indicates otherwise.

Conferee
An end user participating in a conference call.

Customer
The company, firm, corporation, or other entity which orders or uses the Service and, has agreed by signature or otherwise to honor the terms of Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Holiday
Unless stated otherwise, recognized Holidays are: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed) and Christmas Day (December 25). For Operator Services, the Holidays are Christmas Day and New Year's Day only.

Main Account
For a multi-location Customer, the Customer account that is responsible for payment of charges for Service and has the authority to place orders for Service, modify Service and/or discontinue Service.

Minimum Monthly Usage Commitment ("MMUC")
The minimum monthly volume usage committed to by the Customer, at the time of execution of an Auth Form.

Operator Station
A call that is completed with an assistance of an operator and is billed to the calling party.

Person-to-Person
A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.1 Definitions (Cont'd)

Premises
The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service
Intrastate telecommunications Service provided by Primus throughout the State of Kentucky, as described in this Tariff.

Service Start Date
The date on which the Service is first made operational and available by Primus for the Customer's use as described in this Tariff.

Special Access Surcharge
A surcharge imposed by an Access Carrier on dedicated facilities that terminate on the Premises and have been interconnected to the local exchange network.

Terminal Equipment
Telecommunications devices, apparatus and their associated wiring, such as teleprinters, telephone, telephone handsets or data sets.

Third Party Billing
Service option that allows a call to be billed to an account different from that of a calling or called party.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.2 Undertaking of Primus

Primus undertakes to install, operate and maintain the Service in accordance with the terms and conditions set forth in this Tariff.

5.2.3 Limitations Of Service

5.2.3.1 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.

5.2.3.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Primus reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

5.2.3.3 Primus reserves the right to discontinue furnishing Service, in accordance with the terms of this Tariff.

5.2.3.4 Service and facilities furnished by Primus under this Tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of Primus' rules of general application.

5.2.3.5 Service may be used for transmission of communications by the Customer and by the Authorized User.

5.2.3.6 Customer may not assign or transfer, at any time prior to or after the commencement of the Service, the Customer's Service or any rights or obligations thereunder without the prior written consent of Primus which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this Tariff shall apply to all such assignees or transferees, as well as all conditions for Service. Any unauthorized assignment shall be null and void except as ratified by Primus.

5.2.3.7 This Tariff shall not be construed such that Primus and the Customer could be considered as principal and agent, partners, or employer and employee.

5.2.3.8 Primus' failure to insist upon strict performance of the terms of this Tariff or to exercise any rights or remedies set forth in this Tariff shall not waive any of Primus' rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2. General Rules And Regulations (Cont'd)

5.2.4 Liability

5.2.4.1 Customer shall defend, indemnify and hold Primus harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Service or in connection with any Customer text which Primus, at Customer's request, prints onto Prepaid Calling Cards, or otherwise arising from the relationship with Primus.

5.2.4.2 Primus shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond Primus' reasonable control.

5.2.4.3 If a third party solicits a Customer's order on behalf of Primus or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of Primus, or if a third party is involved in any other way, Primus and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Primus or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

5.2.4.4 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, Primus' sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for Primus, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer.

5.2.4.5 IN NO EVENT SHALL PRIMUS BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. PRIMUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THE APPLICABLE AUTH FORM(S) AND/OR SERVICE AGREEMENT(S) BETWEEN CUSTOMER AND PRIMUS SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY PRIMUS FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2. General Rules And Regulations (Cont'd)

5.2.4 Liability (Cont'd)

5.2.4.6 Primus warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Auth Form and in accordance with this Tariff. Primus DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES WITH RESPECT TO ANY CUSTOMER TEXT PRINTED ON A PREPAID CALLING CARD.

5.2.4.7 No agents or employees of other carriers shall be deemed to be agents or employees of Primus.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.5 Payment and Billing

5.2.5.1 Service is billed on a monthly basis. Bills are due and payable upon receipt. In addition to any other remedies Primus may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.

5.2.5.2 Except where indicated, charges for Service shall accrue from the earlier of the Customer-requested service start date, Service Start Date, or the date set forth in Section 5.2.5.3, below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this Tariff, any fraction of a cent for Primus service will be rounded up to the next whole cent.

5.2.5.3 Acceptance of Service

Unless the Customer notifies Primus' network management center to the contrary within five (5) business days after Service Start Date, Service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the Service as of the Service Start Date.

5.2.5.4 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. Primus reserves the right to bill all calls placed using Customer's Authorization Code.

5.2.5.5 Customer of Primus' Inbound Service is responsible for payment for all calls placed to or via the Customer's Toll Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's Toll Free Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's Toll Free Service number(s) by mistake.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.5 Payment and Billing (Cont'd)

5.2.5.6 Taxes

Customer will be billed for and will be responsible for any applicable Federal, state, or local taxes, tax surcharges and similar fees related to the provision and use of Service unless Customer provides Primus with a valid exemption certificate. Primus reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on Primus by an order, rule, or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

5.2.5.7 Deposits:

A. Primus reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment.

B. Customer whose Service has been discontinued for non-payment and desires to have Primus reestablish Service may be required to pay a security deposit. In addition, such Customer may be required to pay any unpaid balance due to Primus before Service is restored.

C. If Customer's Service requirements have increased since the Customer's account was canceled, Primus may require a security deposit based on such increased requirements. If the Customer fails to submit the required deposit within five (5) business days, Primus may, at its discretion, discontinue Service, pursuant to Section 5.2.8 of this Tariff, Discontinuance of Service by Primus.

D. The amount of the security deposit shall be calculated by multiplying the number of Customer's estimated minutes of usage times $.35, times three months. The Customer shall be appraised that after 180 days of Service the account will again be reviewed, and if all amounts due have been paid within the terms of Service authorization, the deposit will be refunded in full. Simple interest at the applicable rate set forth by regulation of the state in which Primus invoices the Customer, or if no rate is set by regulation at Primus' then-prevailing rate for deposits, will be paid on all sums retained on deposit.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.5 Payment and Billing (Cont'd)

5.2.5.8 For offerings where Primus provides Service to multiple Customer locations, the Customer will be designated the Main Account and, as such, must accept financial responsibility for all associate accounts included in the Auth Form. In the event that an associate account fails to pay Primus, Main Account shall be liable for all charges incurred as a result of the associate account's use of Service. The Main Account must specifically identify all associate accounts in the application for Service, and further orders which involve the commencement or discontinuation of Service will be accepted by Primus only from the Main Account and will be subject to all regulations in this Tariff.

5.2.5.9 Disputed Bills

Customer must bring billing inquiries and disputes to Primus' attention within forty five (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill, and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date.

5.2.5.10 Cost of Collection

Customers will be liable to Primus for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind or nature, incurred by Primus directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this Tariff with respect to the Customer.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.5 Payment and Billing (Cont'd)

5.2.5.11 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to Primus for any reason, Primus, in addition to any other remedies available, will bill the Customer a twenty-five dollar ($25.00) charge and will re-deposit the Check. If, after the Check is re-deposited, it is returned by the bank or the financial institution for the second time, another twenty-five dollar ($25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order. Notwithstanding the bad check charge provision as set forth in this Section, Primus may disconnect the Service in the event of returned payment, as set forth in Section 5.2.8.5 of this Tariff.

5.2.5.12 Billing To Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

5.2.6 Notices to Primus by Customer

A notice shall be considered given when delivered in the manner prescribed below.

5.2.6.1 This Section applies to:

A. Notices of Termination of Service by Customer when such termination is prior to the end of the term commitment for such Service, or when such termination does not otherwise conform with the terms and conditions of this Tariff or Customer's Auth Form;

B. All other notices such as ordering of Service, changes of Service, billing inquiries and other notices regarding Service.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.6 Notices to Primus by Customer (Cont'd)

5.2.6.2 Notices pertaining to 5.2.6.1.A, above, shall be sent to Primus' principle place of business, Attention: Legal Department. Such notices shall be in writing, and shall be either delivered in person; or sent by certified mail with return receipt requested; or by facsimile, electronically confirmed and followed up immediately by regular mail.

5.2.6.3 Notices pertaining to 5.2.6.1.B in the first paragraph shall be sent to a Primus-designated representative assigned to Customer's account, and such notices shall be either delivered in person; or sent by facsimile, electronically confirmed; or sent by regular mail.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.7 Cancellation or Termination of Service by Customer

5.2.7.1 Cancellation of Service Prior to Service Start Date

If Customer replaces an application for Service prior to the Service Start Date, Customer shall be liable for any costs incurred by Primus in provisioning the Service as well as Primus' applicable administrative fees, if any.

5.2.7.2 Termination of Service without Term Commitment

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

5.2.7.3 Termination of Service with Term Commitment

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

A. Customer shall immediately cease using that Service; and

B. Customer shall pay Primus for all charges incurred for that Service through the date that Service is discontinued; and

C. Customer shall pay Primus any promotion credits provided to Customer by Primus for the terminated Service; and

D. Customer shall pay Primus the early termination charges set forth in the applicable agreement, if any, or if none are set forth therein, the minimum commitment amounts remaining in the term. For example, if the Customer committed to $400 per month in charges, and the Service is discontinued three (3) months prior to the expiration of the specified term, the amount due to Primus is equal to 3 [three months] x $400 [minimum monthly commitment] or $1,200.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.7 Cancellation or Termination of Service by Customer (Cont'd)

5.2.7.4 Renewal Period

Upon expiration of the initial term for Service, unless Primus and the Customer have agreed to renew such Service for a specified period of time, Primus shall continue to provide such Service until either Primus or the Customer, upon thirty (30) days prior written notice, terminates the Service. During such continuation, Primus may adjust the charges to the applicable month-to-month rate.

5.2.8 Discontinuance of Service by Primus

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

5.2.8.1 For nonpayment of any sum due to Primus; or

5.2.8.2 In the event of a violation of any of the provisions governing the furnishing of the Service under this Tariff, or of any Primus rule of general application with respect to the use of Service; or

5.2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or

5.2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Primus from furnishing such Service; or

5.2.8.5 In the event when payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Primus for any reason; or

5.2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of Primus; or

5.2.8.7 In the event of Customer's insolvency; or

5.2.8.8 Failure to pay deposit requested by Primus in accordance with Section 5.2.5.7 of this Tariff; or

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.8 Discontinuance of Service by Primus (Cont'd)

5.2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or

5.2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or

5.2.8.11 The appointment of a receiver or trustee for Customer; or

5.2.8.12 A general assignment by the Customer for the benefit of its creditors; or

5.2.8.13 Without notice, if Primus deems such action necessary to protect against fraud or to otherwise protect Primus' personnel, agents, facilities or Service.

5.2.8.14 If Customer's account is not used for three (3) consecutive Primus billing cycles, Primus may deem such account inactive and cancel such account without further notice to the Customer.

5.2.8.15 In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to Primus' equipment.

If Primus terminates Service as set forth above, in addition to any other remedies available to Primus, the Customer shall pay to Primus any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated Service as set forth in Section 5.5.2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service.

5.2.9 Inspection, Testing and Adjustment

5.2.9.1 Primus may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Primus' equipment. Primus may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.9 Inspection, Testing and Adjustment (Cont'd)

5.2.9.2 Upon reasonable notice, the facilities provided by Primus shall be made available to Primus for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Primus.

5.2.9.3 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises.

5.2.9.4 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

5.2.10 Interconnection

5.2.10.1 Service furnished by Primus may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by Primus. Service furnished by Primus is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Primus and of others shall be provided at the Customer's expense.

5.2.10.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.

5.2.10.3 The Customer shall ensure that its equipment is properly interfaced with Primus facilities that the signals emitted into the Carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to Primus' equipment, personnel or the quality of Service to other customers, Primus may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to Primus, Primus may, upon written notice, terminate the Customer's Service pursuant to Section 5.2.8.15 of this Tariff.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.10 Interconnection (Cont'd)

5.2.10.4 The Customer agrees to use and maintain Primus-provided equipment in accordance with instructions of Primus. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to Primus' equipment pursuant to this Section. Risk of loss for any Primus-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.

5.2.10.5 Title to any Primus-furnished equipment shall at all times remain with Primus or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and Primus shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in Primus-furnished equipment.

5.2.10.6 Customer agrees to return to Primus all Primus-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse Primus upon demand, for any costs incurred by Primus due to the Customer's failure to comply with this provision.

5.2.10.7 If Primus provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with Primus-furnished equipment, and Service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

5.2.10.8 Customer shall sign a Primus-provided letter of agency to enable and authorize Primus to notify the local service provider of Customer's selection of Primus as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.11 Allowance for Interruptions

5.2.11.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in Primus' facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a Primus customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.

B. Credit allowance will not be made for (1) interruptions not reported to Primus, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Primus. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over Primus facilities, the Customer must pay the charges for the alternative Service used.

5.2.11.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Primus customer service representative.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.11 Allowance for Interruptions (Cont'd)

5.2.11.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or

B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or

C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

5.2.11.4 No credit allowances will be made for:

A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or

B. Interruptions due to the failure of power, equipment, systems, or services not provided by Primus; or

C. Interruptions during any period during which Primus or its agents are not afforded access to Primus-provided equipment or the Premises where Access Facilities associated with Service are terminated; or

D. Interruptions during any period when the Customer or user has released the Service to Primus for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules and Regulations (Cont'd)

5.2.11 Allowance for Interruptions (Cont'd)

F. Interruptions not reported to Primus; or

G. Interruptions that are due to a cause beyond Primus' reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

5.2.11.5 An interruption period begins when the Customer reports to Primus that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

5.2.11.6 If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

5.2.12 Mileage Measurement

Usage charges for all distance sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Originating points for all services is the Customer's central office and the point of termination is the central office where the call terminates.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Primus uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V and H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA: Mileage =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions

5.3.1 Intrastate Services Offered

Primus shall offer the Intrastate Services previously offered by C&W USA in Kentucky. Because Primus did not purchase the trademark or other intellectual property of C&W, the Interstate Services offered to such customers are functionally the same but are now referred to as CLD, CF, CE, CVNS, CV, CVS, CSD, CBFI, CBFB, CC, CG, CR, CToll Free in this Tariff. **All services described herein are grandfathered as of the effective date and are no longer available to new Primus subscribers.**

5.3.1.1 CLD and CFS are traditional outbound Services for switched access Customers. CToll Free is the inbound Service option for CLD and CF Services.

5.3.1.2 CE uses dedicated access for both outbound and inbound Service.

5.3.1.3 CVNS, CV, CS, CSD, CBFI, CBFB, CC, CG and CR are integrated offerings of inbound and outbound Services with switched or dedicated access, that provide unified Service for single or multi-location Customers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.4 CPCC Service (prepaid calling card) enables the Card Holder to complete an outbound direct dial call from any touch-tone or rotary telephone in Kentucky. Service is accessed by dialing a designated Toll Free number and a card identification number.

The Customer has an option to "Recharge" available balance on the CPCC Service card. If a card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that Primus shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes and surcharges computed based on the Recharge rates. Each such call shall be decremented in 6-second increments with a 30-second minimum decrement per call. In addition, the Card's then-remaining Recharge Amount balance shall be decremented for any applicable local, state or international taxes and surcharges. When a Card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero.

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

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.4 (Cont'd)

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

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

Primus may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 5.2 of this tariff. In the event the Recharge option is terminated for a particular PIN, Primus shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

5.3.1.5 Alternative Channels Services

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

A. CT LD

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

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.5 Alternative Channels Services (Cont'd)

(1) Toll Free Features

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

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

(2) Selected Coverage Blocking Features

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

(3) Real Time ANI

A set - up fee applies.

(4) Programmable Toll Free

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

(5) Toll Free Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.5 Alternative Channels Services (Cont'd)

(7) CDR Billing Charges

Set-up and monthly media charges.
Set-up and monthly media charge for weekly billing.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Description (Cont'd)

5.3.1 Intrastate Service Offered (Cont'd)

5.3.1.5 Alternative Channels Services (Cont'd)

B. Alternative Channel CBFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

C. Premium Alternative Channel Long Distance ("PACLD")

An inbound, outbound switched access 1+ service, available only via select distribution channel.

5.3.1.6 CC Services

A group of integrated inbound and toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to CC customers. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.7 CG Service

CG, offered in conjunction with the Company's interstate CG service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. CG utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. CG intrastate usage is billed at a flat rate that is not time of day or distance sensitive. Excluding Mexico, CG basic Outbound service is billed with an 18-second minimum, in 1-second increments there after. Toll-free service associated with CG is billed in the same increments as CBFI set forth in Section 5.4 of this tariff. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional CG customer features and capabilities are set forth in Primus' Schedules.*

CG On-Net and Off-Net capability is defined below.

On-Net = CG customer locations connected to Primus network via dedicated access facilities.

Off-Net = CG location which accesses CG network via switched access; calls made by CG customer location terminating to a non-CG location.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.8 CR Service

CR provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Optional Conference call service, described in Section 5.3 of this tariff, is available to CR customers. A $25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a $3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5.5 of this tariff.

Rate Per Minute
$.1050

*Formerly FCC tariffs. See Application of tariff, herein.

CG and CR service has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.2 Billing Information

5.3.2.1 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.

5.3.2.2 The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).

5.3.2.3 Unless otherwise specified, time-of-day rate periods are as follows:

Day:	Monday - Friday, 8 a.m. - 5 p.m.
Evening*:	Sunday - Friday, 5 p.m. - 11 p.m.
Night/Weekend:	All other times
Peak:	Monday - Friday, 8 a.m. - 5 p.m.
Off-Peak**:	All other times

*Evening rate applies during Holidays, unless a lower rate would normally apply.

**Off-Peak rate applies during Holidays.

5.3.2.4 Minimum Call Completion Rate: The Primus network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond Primus' control.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.2 Billing Information (Cont'd)

5.3.2.5 Timing of Calls:

A. On direct dialed outbound and inbound calls provided pursuant to this tariff, and except as set forth in Section 5.3.2.5(C) below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.

B. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.

C. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. C Toll Free Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.3 Additional Options - Switched Service

5.3.3.1 Customized Discounts

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

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

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

CAP500 - program for CLD and CF Customers, replacing all other discounts.

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

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

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

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

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.3 Additional Options - Switched Service (Cont'd)

5.3.3.2 Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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

5.3.3.3 976 Surcharge

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

5.3.3.4 Toll Free Call Attempts

If a Customer's volume of uncompleted Toll Free calls exceeds 50% of call attempts, a surcharge will be assessed.

5.3.3.5 Conference Calling

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

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.3 Additional Options - Switched Service (Cont'd)

5.3.3.6 Operator Services - The following operator assistance options are available:

Credit Card
Collect Call/3rd Party Billed
Station-to-Station
Person-to-Person

5.3.3.7 Expedite Charge

If the Customer requests Primus to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of Primus.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates

5.4.1 CLD*

All CLD calls are billed in 1-minute increments.

5.4.1.1 Usage

Per Minute Base Rates

Mileage	Rates
0-16	$.2090
17-30	.2790
31-55	.3490
56-85	.3690
86-196	.3890
197-292	.4690
293+	.4890

5.4.1.2 Discounts

Volume Discount
The following volume discounts apply to CLD:

Usage	Discount
$250.00-1499.99	5%
1500.00-2999.99	10%
3000.00 +	20%

Other Discounts - CAP 500
$500/month minimum; a $50 charge applies to each month that the Customer does not meet the monthly minimum.

*The CLD product has been grandfathered. Only current CLD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.2 CF II*

All CF II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

5.4.2.1 Usage

Per Minute Base Rates

Mileage	Rates
All	$.2190

5.4.2.2 CF II Discounts

Volume Discount

Monthly Usage	Discount
$1500.01-$5000	7%
$5000.01 +	9%

Other Discounts:

Area Code Select	5%

*The CF II product has been grandfathered. Only current CF II Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.3 CF III*

All CF III calls are billed in 6-second increments, after a 30-second initial billing period.

5.4.3.1 Per Minute Usage Charges

Mileage	Rate
All	$.2190

5.4.3.2 CF III Discounts

A. CF III Volume Discounts

Volume Discount

Monthly Usage	Discount
$150.01-300.00	5%
300.01-2,000.00	8%
2,000.01+	12%

B. Other CF III Discounts

CAP 500 (replaces all other discounts)

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

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

Area Code Select 5%

*The CF III product has been grandfathered. Only current CF III Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.4 CToll Free*

CToll Free terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum initial billing period.

5.4.4.1 Per Minute Usage Charges-

Mileage	Rate
All	$0.2490

5.4.4.2 CToll Free Discounts

Volume Discount

Monthly Usage	Discount
$75.00-$349.99	4%
$350+	12%

*The CToll Free product has been grandfathered. Only current CToll Free Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.5 CE Service*

All CE calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

5.4.5.1 CE Outbound - Per Minute Usage Charges:

Mileage	Rates
All	$.1790

5.4.5.2 CE Outbound Discounts

Volume Discount

Monthly Usage	Discount
$1,000.01-3,000	4%
3,000.01-10,000	8
10,000.01 +	10

Other CE Discounts

Set-up Fee	$100/month
Discount	5%

5.4.5.3 CE Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$0.1942

T-1 Access Special Rate

Mileage	Rate
All	$0.1685

*The CE product has been grandfathered. Only current CE Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.5 CE Service* (Cont'd)

5.4.5.4 CE Toll Free Discounts

Volume Discount

Monthly Usage	Discount
$1,000.01-3,000	4%
3,000.01-10,000	8
10,000.01+	10

*The CE product has been grandfathered. Only current CE Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.6 CV*

All CV calls are billed in 6-second increments, after a 30-second minimum initial billing period.

5.4.6.1 CV Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	$.2590

5.4.6.2 CV Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$.2590

5.4.6.3 CV Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	$.1790

5.4.6.4 CV Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$.1890

5.4.6.5 CV Discounts

Volume Discounts

Monthly Usage	Discount
$200.01-1,000.00	4%
1,000.01-3,500.01	8%
3,500.01+	10%

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

*The CV product has been grandfathered. Only current CV Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.6 CV* (Cont'd)

Other CV Discounts:

Area Code Select	5%
Toll Free Area Code Select	5%
Intra-Company	5%

Regional Zone

Monthly Recurring Charge	$15.00
Discount	5%

VIP Numbers

Monthly Recurring Charge	$5.00
(Monthly charge waived if domestic usage over $100)	
Discount	5%

Term Plan

MMUC ($)	Length of Term (Months)	Discount (%)
200	12	2
1,000	12	5
400	24	7
1,500	24	12
400	36	9
1,500	36	13

The 18-month term plan has been eliminated Customers currently on the 18-month term plan will be converted to the 24-month term plan.

Term Plan II

MMUC ($)	Length of Term (Months)	Discount (%)
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

*The CV product has been grandfathered. Only current CV Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.7 CVNS*

All CVNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

5.4.7.1 Switched Outbound Service - Per Minute Usage Charges

Mileage	Rate
All	$.2590

5.4.7.2 CVNS Switched Toll Free Service - Per Minute Usage Charges

Mileage	Rate
All	$.2590

5.4.7.3 CVNS Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$.1890

5.4.7.4 CVNS Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	$.1790

*The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.7 CVNS* (Cont'd)

5.4.7.5 CVNS Discounts

Volume Discount

Monthly Usage	Discount
$1,000.01-3,000.00	4%
3,000.01-10,000.00	8%
10,001+	10%

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

Other Discounts:

Area Code Select	5%
Toll Free Area Code Select	5%
Intra-Company	5%

Regional Zone

Minimum Monthly Billing	$1500.00
Area Code Select	5%

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

Fee:	$75.00
Discount	5%

Term Plan

MMUC ($)	Length of Term (Months)	Discount (%)
1,500	12	6
5,000	12	7
10,000	12	8
1,500	24	8
5,000	24	10
10,000	24	12
1,500	36	11
5,000	36	13
10,000	36	14

*The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.7 CVNS* (Cont'd)

5.4.7.5 CVNS Discounts (Cont'd)

Term Plan II

MMUC ($)	Length of Term (Months)	Discount (%)
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

VIP Numbers

Minimum Billed Monthly Usage Charges $1500.00
A $75.00 fee will be charged for each month that the Customer does not meet the minimum totalusage charges.

Discount 5%

*The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.8 CS*

All CS calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

5.4.8.1 CS Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	$.2590

5.4.8.2 CS Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$.1790

5.4.8.3 CS Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	$.1790

5.4.8.4 CS Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$.1890

* The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this Plan, are eligible to receive the discount.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.8 CS* (Cont'd)

5.4.8.5 CS Discounts

Volume Discount-CS Switched

Monthly Usage	Discount
$175.01-300.00	5%
300.01-3,000.00	8%
3,000.01+	10%

Volume Discount-CS Dedicated

Monthly Usage	Discount
$1,000.01-3,000	4%
3,000.01 5,000	8%
5,000.01-10,000	8%
10,000.01 + 10	10%

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

*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.8 CS* (Cont'd)

5.4.8.5 CS Discounts (Cont'd)

Other Discounts:

Area Code Select	5%
Toll Free Area Code Select	5%
Regional Calling Zone	
Minimum Monthly Usage:	
Switched	$100.00
Dedicated	1000.00

A fee will be charged for each month that the monthly minimum in not met.

	Fee ($)
Switched	15.00
Dedicated	50.00
Discount	
Switched	5%
Dedicated	5%

*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.8 CS* (Cont'd)

5.4.8.5 CS Discounts (Cont'd)

Term Plan –CS Switched

MMUC ($)	Length of Term (Months)	Discount (%)
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15

Term Plan II –CS Switched

MMUC ($)	Length of Term (Months)	Discount (%)
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

Term Plan –CS Dedicated

MMUC ($)	Length of Term (Months)	Discount (%)
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	9
10,000	24	13
2,000	24	12
4,000	36	14
10,000	36	15

*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

Material moved to the bottom of this page has been changed to reflect the entire CS product.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.8 CS* (Cont'd)

5.4.8.5 CS Discounts (Cont'd)

Term Plan II CS Dedicated

MMUC ($)	Length of Term (Months)	Discount (%)
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

VIP Numbers:

Minimum Monthly Usage	
Switched	$100.00
Dedicated	$1000.00

A fee will be charged for each month that the minimum is not met

	Fee
Switched	$15.00
Dedicated	$50.00

Discount	
Switched	5%
Dedicated	5%

*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI*

All CBFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

5.4.9.1 CBFI Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	$.2100

5.4.9.2 CBFI Switched Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$.0.2245

5.4.9.3 CBFI Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	$0.1450

5.4.9.4 CBFI Dedicated Toll Free - Per Minute Usage Charges

Mileage	Rate
All	$0.1940

5.4.9.5 CBFI Discounts

Optional Volume Discount Monthly Usage ($)	
100-1000	2
1001-5000	4
5000 +	6

*CBFI service has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI (Cont'd)

5.4.9.6 CBFI – Direct Sales

The following rate plans are available to new business customers who signed up for CBFI through Cable & Wireless' Direct Sales LAO Channel. All CBFI usage, optional Conference Calling usage set forth in Section 5.5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of $100 in CBFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than $100, a $25 minimum monthly fee applies and will be added to customer's bill. CBFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of $400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below $400, a $50 minimum monthly fee applies and will be added to customer's bill. CBFI Rate Plans are offered in conjunction with Carriers CBFI Rate Plans option set forth in its Primus Schedule(s) No. 3 and No. 4.**

	Plan 1	Plan 2	Plan 3
Usage Levels	$500	$2,500	$10,000
Switched Outbound	$0.1000	$0.0950	$0.0900
Switched Inbound/Toll Free	$0.1000	$0.0950	$0.0900
Dedicated Outbound	$0.1075	$0.0875	$0.00
Dedicated Inbound/Toll Free	$0.1075	$0.0875	$0.00
A.	*Discount*		
Conference Calling	25%	30%	40%

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI** (Cont'd)

5.4.9.7 CBFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who signed up for CBFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

	Plan 4	Plan 5	Plan 6
Usage Levels	$5,000	$15,000	$25,000
Switched Outbound	$0.0950	$0.0900	$0.0850
Switched Inbound/Toll Free	$0.0950	$0.0900	$0.0850
Dedicated Outbound	$0.0875	$0.00	$0.0775
Dedicated Inbound/Toll Free	$0.0875	$0.00	$0.0775
B. Discount			
Conference Calling	30%	40%	50%

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

**Formerly FCC tariffs. See Application of tariff, herein.
***CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI (Cont'd)

5.4.9.8 CBFI Agent Plans

CBFI Agent Plans are available to Agents who resold Primus services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from $30,000 to $150,000 per annum. All CBFI usage, optional Conference Calling usage set forth in Section 5.5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of $100 in CBFI switched and or dedicated access monthly usage after discounts are applied. If total monthly, usage is less than $100, a $25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to $100,000. Customers who average a revenue commitment of $150,000 must bill a minimum of $50. If total usage is less than $50, the difference will be applied to the Customers bill totaling a $50 monthly minimum fee. CBFI Rate Plans are offered in conjunction with Carriers CBFI Rate Plans option set forth in its Primus Schedule(s) No. 3 and No. 4.**

CBFI Agent Plan Rates

The CBFI Agent Plan rates only apply to those Agents who resold Primus services under this product. Terms and conditions mirror those of the CBFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI* (Cont'd)

5.4.9.8 CBFI Agent Plans (Cont'd)

PLAN I	Platinum	Gold	Silver	Copper
Usage Levels	$150,000	$100,000	$50,000	$30,000
Switched Outbound	$0.0930	$0.0930	$0.0970	$0.1010
Switched Inbound/Toll Free	$0.0930	$0.0930	$0.0970	$0.1010
Dedicated Outbound	$0.0540	$0.0540	$0.570	$0.590
Dedicated Inbound/Toll Free	$0.0540	$0.0540	$0.0310	$0.0320
Directory Assistance	$0.6500	$0.6500	$0.6700	$0.7000
Discount Conference Calling	40%	40%	30%	20%
*Meet Me	$0.2700	$0.2700	$0.3150	$0.3600
*Toll Free Meet Me	$0.3600	$0.3600	$0.4200	$0.4000
*Operator Handled	$0.3600	$0.3600	$0.4200	$0.4000

*Rates shown include the Conference Calling discount.
**Formerly FCC tariffs. See Application of tariff, herein.
***CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI* (Cont'd)

5.4.9.8 CBFI Agent Plans (Cont'd)

PLAN II	Platinum	Gold	Silver	Copper
Usage Levels	$150,000	$100,000	$50,000	$30,000
Switched Outbound	$0.0440	$0.0420	$0.0440	$0.0460
Switched Inbound/Toll Free	$0.0440	$0.0420	$0.0440	$0.0460
Dedicated Outbound	$0.0290	$0.0280	$0.0290	$0.0310
Dedicated Inbound/Toll Free	$0.0290	$0.0280	$0.0290	$0.0310
Directory Assistance	$0.6500	$0.6000	$0.6200	$0.6500
Discount				
Conference Calling	40%	50%	40%	30%
*Meet Me	$0.2700	$0.2250	$0.2700	$0.3150
*Toll Free Meet Me	$0.3600	$0.3000	$0.3600	$0.4200
*Operator Handled	$0.3600	$0.3000	$0.3600	$0.4200

*Rates shown include the Conference Calling discount.
**CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI*** (Cont'd)

5.4.9.9 CBFI Bronze Agent Plan

CBFI Bronze Agent Plan is available to agents who resold Primus services primarily to small to medium-sized business customers. All CBFI usage, optional Conference Calling usage set forth in Sections 5.4 and 5.5 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of $100 monthly in CBFI switched access usage and a minimum of $400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a $25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of CBFI set forth in this Section.

CBFI Bronze Plan Rates

Switched Outbound	$0.0530
Switched Inbound/Toll Free	$0.0530
Dedicated Outbound	$0.0370
Dedicated Inbound/Toll Free	$0.0370
Directory Assistance	$0.7300
Discount Conference Calling	20%
*Meet Me	$0.3600
*Toll Free Meet Me	$0.4000
*Operator Handled	$0.4000

*Rates shown include the Conference Calling discount.
**CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI** (Cont'd)

5.4.9.10 CBFI Agent Platinum 2001

The following rates apply to new CBFI Customers who did not subscribed to any Primus service offerings within the last 90 days, and who signed up for CBFI service via the Business Markets Channel. All CBFI usage, and Conference Calling usage set forth in Section 5.5 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of $100 monthly in CBFI switched access usage and a minimum of $400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a $25 fee, which will be added to customer's bill. Other terms and conditions mirror those of CBFI set forth in this Section.

CBFI Agent Platinum 2001 Rates	
Switched Inbound Toll Free/Outbound	$0.0620
Dedicated Inbound Toll Free/Outbound	$0.0360
Directory Assistance	$0.6000
Discount Conference Calling	40%
*Meet Me	$0.2700
*Toll Free Meet Me	$0.3600
*Operator Handled	$0.3600
*Conference On Demand	
Toll Free Dial In	$0.2100
Toll Dial In	$0.1680
Dial Out Domestic	$0.3000

*Rates shown include the Conference Calling discount.
**CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.9 CBFI* (Cont'd)

5.4.9.11 CBFI Agent Plan 2002

Available to agents who resold Primus services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from $40,000 to $75,000. All CBFI usage, and optional Conference Calling usage set forth in Section 5.5, herein, will be included in calculating Customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of $100 in CBFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than $100, a $25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than $400, a $50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of CBFI set forth in Section 5.4.10 herein.

CBFI Agent Plan 2002 Rates	Gold 2002	Silver 2002
Usage Level	($75,000)	($40,000)
Switched Outbound	$0.0780	$0.0930
Switched Inbound/Toll Free	$0.0780	$0.0930
Dedicated Outbound	$0.0450	$0.0540
Dedicated Inbound/Toll Free	$0.0450	$0.0540
Directory Assistance	$0.850	$1.00
Discount Conference Calling	30%	25%
Meet-Me	$0.2610	$0.2475
Toll Free Meet-Me	$0.4200	$0.4500
Operator Handled	$0.60	$0.60
Conference on Demand Toll Free Dial-in	$0.2587	$0.2634
Toll Dial-in	$0.2076	$0.2063
Dial-out Domestic	$0.3962	$0.3969

*CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA, CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.10 CBFB (BFB)*

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

5.4.10.1 CBFB - Switched Outbound

$0.2020/minute

5.4.10.2 CBFB - Dedicated Outbound

$0.1700/minute

5.4.10.3 CBFB - Switched Inbound

$0.2020/minute

5.4.10.4 CBFB - Dedicated Inbound

$0.1700/minute

5.4.10.5 S.U.N. Discount

Customers currently on S.U.N. for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates, conference calling rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

ONE YEAR TERM MONTHLY TOTAL USAGE COMMITMENT LEVELS	OUTBOUND/Toll Free DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)
$100	5.0	5.0
$1,000	7.5	7.5
$2,500	10.0	10.0
$5,000	12.5	12.5
$7,500	15.0	15.0
$10,000	17.5	17.5

*BFB service has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.10 CBFB (BFB) (Cont'd)

5.4.10.5 S.U.N. Discount (Cont'd)

TWO YEAR TERM MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/Toll Free DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)
$100	7.5	7.5
$1,000	10.0	10.0
$2,500	12.5	12.5
$5,000	15.0	15.0
$7,500	17.5	17.5
$10,000	20.0	20.0

THREE YEAR TERM MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/Toll Free DISCOUNT(%)	CONFERENCE CALL DISCOUNT (%)
$100	10.0	10.0
$1,000	15.0	15.0
$2,500	17.5	17.5
$5,000	20.0	20.0
$7,500	22.5	22.5
$10,000	25.0	25.0

Conditions:

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

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.10 CBFB (BFB)* (Cont'd)

5.4.10.6 Eclipse Discount

Customers currently enrolled in Eclipse for interstate service are eligible to receive the following discounts off the BFB intrastate calls:

Intrastate switched outbound and Toll Free/888:	18.40%
Intrastate dedicated outbound and Toll Free/888:	2.38%

*BFB services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.10 CBFB (BFB)*

5.4.10.7 Horizon Discount

Horizon is available to new customers, who enroll in Primus' Horizon for interstate calling. Horizon is not available to customers currently presubscribed to Primus, except for Eclipse customers, who may request to migrate from Eclipse to Horizon. Under Horizon, the following discounts are available:

- 22.33% off BFB switched intrastate outbound and Toll Free/888 calls.
- 8.07% off dedicated intrastate outbound and inbound Toll Free calls.

*BFB services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.11 CPCC*

5.4.11.1 Per Unit Value

CPCC is valid until (i) on the date which has been printed on the card, or (ii) if no expiration date is printed on the card, on the date announced to the card holder after the card holder enters his or her PIN; or (iii) otherwise communicated to the cardholder by Primus or until the balance on the card is $0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. Primus shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in 1-minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the Primus-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges.

Unless stated otherwise in this tariff, a 2-unit surcharge will be added to all CPCC calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

Rates:

All intrastate traffic = 1 unit per minute.

PLAN A:
Standard card.

Minimum Purchase ($)	Rate Per Unit
$0 - $499.99	$0.35
$500.00 - $999.99	$0.32
$1,000.00 - $1,999.99	$0.28
$2,000.00 - $3,499.99	$0.25
$3,500.00 - $4,999.99	$0.21
$5,000.00+	$0.18

*CPCC service has been grandfathered and is no longer available to subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.11 CPCC* (Cont'd)

5.4.11.1 Per Unit Value (Cont'd)

PLAN B:
Primus retail card targeted for Asian Community.

Rate per Unit $0.27

PLAN C:
A plan where Primus provides Service for Customer-printed cards. Minimum purchase of 500,000 units required.

Minimum Purchase (Units)	Rate Per Unit
500,000 - 999,999	$0.21
1,000,000 - 1,999,999	$0.20
2,000,000 - 2,999,999	$0.19
3,000,000 - 3,999,999	$0.18
4,000,000 -4,999,999	$0.17
5,000,000 - 5,999,999	$0.16

*CPCC service has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.11 CPCC* (Cont'd)

5.4.11.1 Per Unit Value (Cont'd)

PLAN D:
A plan where Primus provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

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

PLAN E
Limited Edition collectible, prepaid calling cards.

Minimum Purchase ($)	Rate Per Unit
0 - $99.99	$0.60
$100.00 - $199.99	$0.55
$200.00 - $299.99	$0.50
$300.00 - $399.99	$0.45
$400.00+	$0.40

PLAN F
This product has low international rates and is targeted for frequent international callers.

Surcharge per call:	$0.25
Rate per minute:	$0.19

*CPCC service has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.12 CT LD*

CT LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

5.4.12.1 CT LD Switched Outbound

$0.1600/minute

5.4.12.2 CT LD Dedicated Outbound

$0.1070/minute

5.4.12.3 CT LD Switched Inbound

$0.1600/minute

*The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.12 CT LD* (Cont'd)

5.4.12.4 CT LD Dedicated Inbound

$0.1070/minute

5.4.12.5 CT MRC Fee

A monthly, recurring service fee. $5.00

5.4.12.6 Directory Assistance

Charge per Call: $0.95

5.4.12.7 Toll Free Features

5.4.12.7.1 Multi-Location Routing Features

Rate per feature per toll-free number:	
Set-up fee:	$50.00
Monthly recurring fee:	$40.00
Change charge:	$50.00

5.4.12.7.2 Selected Coverage Blocking Features

Set-up fee:	$50.00
Monthly recurring fee:	$40.00
Change charge:	$50.00

*The CT LD product has been grandfathered. Only current CT LD Customers subject to the terms and conditions of this plan, are eligible to reserve the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.12 CT LD* (Cont'd)

5.4.12.8 Real Time ANI

Set-up fee per each toll-free number: $150.00

5.4.12.9 Programmable Toll Free

Monthly fee per each toll-free number: $ 5.00

5.4.12.10 Toll Free Directory Assistance

Monthly fee per each toll-free number: $ 15.00

5.4.12.11 Accounting Features

Monthly fee per account with alpha account codes: $ 2.50
Monthly fee per account with security codes: $ 2.50

5.4.12.12 Billing Options

5.4.12.12.1 Specialized Call Detail Options

Set-up	$100.00
Monthly fee	$120.00

*The CT LD product has been grandfathered. Only current CT LD Customers subject to the terms and conditions of this plan, are eligible to reserve the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.12 CT LD* (Cont'd)

5.4.12.12 Billing Options (Cont'd)

5.4.12.12.2 Weekly Billing

Set-up	$100.00
Monthly fee	$520.00

5.4.12.13 Monthly Minimum Usage Charge

Per (Toll Free) toll free number	$10.00

*The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.13 Partner CBFI

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

A. Switched Outbound

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1649	$.1616	$.1600	$.1567

B. Switched Toll Free

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1763	$.1728	$.1710	$.1675

C. Dedicated Outbound

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1203	$.1179	$.1167	$.1143

D. Dedicated Toll Free

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1607	$.1575	$.1559	$.1527

E Volume Discounts

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

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

*/ Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 5.5.2.1 of this tariff), as well as intrastate and international Partner CBFI and Conference Calling usage.

*Partner CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 – SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.13 Partner CBFI* (Cont'd)

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

A. Switched Outbound

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1649	$.1616	$.1600	$.1567

B. Switched Toll Free

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1763	$.1728	$.1710	$.1675

C. Dedicated Outbound

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1120	$.1097	$.1086	$.1064

D. Dedicated Toll Free

Mileage	Base Rate	1 Yr.. Term Plan	2 Yr. Term Plan	3 Yr. Term Plan
All	$.1496	$.1466	$.1451	$.1421

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

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

* Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 5.5.2.1 of this tariff), as well as intrastate and international Partner CBFI and Conference Calling usage.

*Partner CBFI services has been grandfathered and is no longer available to new subscribers.

SECTION 5 – SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.14 CC*

CC is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this tariff, CC is excluded from all other discount programs.

5.4.14.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	$0.1500

5.4.14.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	$0.1250

5.4.14.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	$0.1500

5.4.14.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
All	$0.1250

5.4.14.5 Discounts

Associations - 5% Volume Discount

5.4.14.6 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
$50.00	$1000

*CC services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.14 CC (Cont'd)

5.4.14.7 Programmable Toll Free

Monthly fee per each toll-free number: $ 5.00

5.4.14.8 Toll Free Directory Assistance*

Monthly fee per each toll-free number: $ 15.00

5.4.14.9 Accounting Features

Monthly fee per account with alpha account codes: $ 5.00
Monthly fee per account with security codes: $ 10.00

5.4.14.10 Billing Options (Per Location)

Specialized Call Detail Options	
Set-up	-0-
Monthly fee	$25.00

EBIS Electronic Billing	
On-Line Set-up	$20.00
Disc Set-up	$25.00
Magnetic Tape	$100.00

Weekly Billing	
Set-up	-0-
Weekly fee	$85.00

5.4.14.11 Surcharges

Payphone $.30/per call

976 Calls*
Customer calls to 976-XXXX telephone numbers

Charge Per Call
$2.25

*Directory Assistance, 976 calls and Conference calls do not apply to minimums.
**CC services has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.15 CG Intrastate Base Rates

CG intrastate usage is billed at a flat rate that is not time or distance sensitive. CG traffic is billed with an 18-second minimum, in 1-second increments thereafter. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

5.4.15.1 On to On Flat Rate

$0.0797

5.4.15.2 On to Off Flat Rate

$0.0743

5.4.15.3 Off to On Flat Rate

$0.0791

5.4.15.4 Off to Off Rate All Traffic

$0.1313

5.4.15.5 Volume Discount Schedule

Monthly Volume	Term Commitment % Discount		
	1 Year	2 Year	3 Year
$0-24,999	0%	0%	0%
$25,000-$49,999	5%	7%	10%
$50,000-$99,999	10%	12%	15%
$100,000+	15%	17%	20%

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.15 CG Intrastate Base Rates* (Cont'd)

5.4.15.6 CG Rate Plans

CG rate plans are designed primarily for new business customers. Toll Free and Conference Calling service are available in conjunction with Customer's CG service. The Customer's overall Primus voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.5 of this tariff. No other discounts apply under this option. Customer must bill a minimum of $100 in total CG switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than $100 per location, a $25 minimum monthly fee applies and will be added to customer's bill. CG dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of $400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below $400, a $50 minimum monthly fee applies and will be added to customer's bill.

*CG service has been grandfathered and is no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.15 CG Intrastate Base Rates* (Cont'd)

5.4.15.6 CG Rate Plans (Cont'd)

	Plan 1	Plan 2	Plan 3	Plan 4
Usage Levels	$100,000	$75,000	$50,000	$30,000
Switched Outbound	$0.0875	$0.0950	$0.0975	$0.1025
Switched Inbound/Toll Free	$0.0875	$0.0950	$0.0975	$0.1025
Dedicated Outbound	$0.0675	$0.0750	$0.0775	$0.0825
Dedicated Inbound/Toll Free	$0.0675	$0.0750	$0.0775	$0.0825
On to On Flat Rate	$0.0275	$0.0475	$0.0525	$0.0575
Discount Conference Calling	55%	50%	40%	30%

Premium Agent CLD (PACLD)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

Average Monthly Volume	Switched Outbound	Switched Inbound/Toll Free
$1.00-$350.00	$.2090	$.2390
$351.00-$550.00	$.1890	$.2375
$551.00-$749.00	$.1700	$.2100
$750.00-$999.00	$.1490	$.1990
$1,000.00+	$.1100	$.1206

*CG and PACLD services have been grandfathered and are no longer available to new subscribers.

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options

5.5.1 Conference Calling

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

Per Conferee Per Minute $.45

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

Per Conferee Per Minute $.60

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

Per Conferee Per Minute $.60

OnDemand Conference Calling

OnDemand is an audio conferencing capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

Service type	Rates
Dial-in	.20
Toll-Free Dial-in	.3500

5.5.2 Directory Assistance

This Service is available to all Primus Customers.

Charge Per Call $1.50

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options (Cont'd)

5.5.3 976 Surcharge

Calls by Customers to 976-XXXX telephone numbers are assessed a surcharge.
Charge Per Call $2.25

5.5.4 Toll Free Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete Toll Free calls exceeds 50% of all Toll Free call attempts.

Per incomplete call attempt $.05

5.5.5 Payphone compensation surcharge

Unless stated otherwise in this tariff, Primus will assess an non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

Surcharge $0.26 per call

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options (Cont'd)

5.5.6 Operator Services

5.5.6.1 Per Minute

	Day		Evening		Night/Weekend	
Miles	First	Add'l	First	Add'l	First	Add'l
All	$.3500		$.3500		$.3500	

5.5.6.2 Surcharges

	Service	Charge ($)
5.5.6.2.1	Directory Assistance	Rate
	0+ Phone Card/Paid	$1.40
	0+ Third Party Verbal	$1.40
	0+ LEC Card	$1.40
	0- LEC Card	$1.40
5.5.6.2.2	Station to Station	
	0+ Phone Card/Paid	$2.45
	0- Phone Card/Paid	$3.60
	0+ Collect	$2.45
	0- Collect	$3.60
	0+ Third Party	$2.45
	0- Third Party	$3.60
	0+ LEC Card	$2.45
	0- LEC Card	$3.60
5.5.6.2.3	Person to Person	
	0+ Phone Card/Paid	$4.90
	0- Phone Card/Paid	$4.90
	0+ Collect	$4.90
	0- Collect	$4.90
	0+ Third Party	$4.90
	0- Third Party	$4.90
	0+ LEC Card	$4.90
	0- LEC Card	$4.90

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options (Cont'd)

5.5.6 Operator Services (Cont'd)

5.5.5.2 Surcharges (Cont'd)

5.5.6.2.4 Additional Services

LEC Mechanized Domestic	$1.45
LEC Mechanized Int'l	$2.45
Busy Line Verify Phone Card/Paid	$6.50
Busy Line Verify LEC/PTT	$6.50
*Emergency Interrupt Phone Card/Paid	$13.00
*Emergency Interrupt LEC/PTT	$13.00
Casual Caller InterLATA	$1.50
Casual Caller IntraLATA	$1.50

*Emergency Interrupt services include Busy Line Verify surcharges.

5.5.6.3 Time Periods

Day	M-F	8am-5pm
Evening	Su-F	5pm-11pm
Night	Su-F	11pm-8am
	Sa	All Day
	Su	8am-5pm

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options (Cont'd)

5.5.7 Expedite Charge

Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service. $250.00

5.5.8 Special Promotional Offerings

From time to time, Primus may provide certain special promotional offerings to its Customers.

General
Primus will periodically make promotions available to its customers.

ATTACHMENT 1
Sample Customer Bill

PRIMUS

ACCOUNT SUMMARY

PRIMUS SAMPLE CUSTOMER
1 STRAWBERRY HILL
STAMFORD, CT 06903

BILL DATE:	10/03/95
STATEMENT NO:	000001017401
ACCOUNT NO:	10174
BILLING PERIOD:	08/01/95 - 08/31/95

PREVIOUS BALANCE	$21,112.47
PAYMENTS RECEIVED - THANK YOU	0.00
ADJUSTMENTS	0.00
BEGINNING BALANCE	**$21,112.47**
NEW LONG DISTANCE CHARGES	6,072.36
RECURRING CHARGES	0.00
NON-RECURRING-CHARGES	0.00
MINIMUM USAGE SURCHARGE	0.00
STATE TAXES	0.00
LOCAL TAXES	0.00
FEDERAL TAXES	182.17
SERVICE CHARGES	0.00
SUBTOTAL NEW CHARGES	**$6,254.53**
PLEASE PAY THIS AMOUNT UPON RECEIPT	**$27,367.00**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 27 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

CUSTOMER SERVICE DAY 1-800-8-PRIMUS
NIGHT 1-800-285-5790

PLEASE RETURN THIS PORTION ALONG WITH PAYMENT TO ENSURE PROPER CREDIT

TOTAL DUE	$27,367.00
AMOUNT ENCLOSED	

ACCOUNT NO: 10174

STATEMENT NO: 000001017401

PLEASE REMIT PAYMENT TO:

PRIMUS SAMPLE CUSTOMER
1 STRAWBERRY HILL
STAMFORD, CT 06903

PRIMUS TELECOMMUNICATIONS, INC
P.O. BOX 630532
BALTIMORE, MD 21263-0532

☐ **PLEASE CHECK HERE IF ADDRESS CHANGES AND COMPLETE REVERSE SIDE**

00000101749 950831 002736700

PRIMUS
Telecommunications

DATE	TIME	RATE	TO	NUMBER *	MINUTES	AMOUNT
05/06/94	04:11 PM	S1	NEW YORK	800-000-0000	1.00	0.21
05/07/94	09:22 AM	S1	CDV-BALDPK	800-000-0000	3.00	0.28
05/07/94	04:01 PM	S1	SAN PEDRO	800-000-0000	6.00	0.84
05/07/94	05:04 PM	S1	CANOGAPARK	800-000-0000	4.00	0.41
05/09/94	04:22 PM	S1	VAN NUYS	800-000-0000	5.03	0.12
05/09/94	04:28 PM	S1	VAN NUYS	800-000-0000	3.73	0.07
05/11/94	09:21 PM	S1	VAN NUYS	800-000-0000	0.70	0.07
05/12/94	06:15 PM	S1	VAN NUYS	800-000-0000	1.28	0.10
05/13/94	06:43 PM	S1	VAN NUYS	800-000-0000	6.32	0.24
05/13/94	07:17 PM	S1	VAN NUYS	800-000-0000	1.28	0.10
05/14/94	08:26 PM	S1	VAN NUYS	800-000-0000	10.00	0.32
05/15/94	06:00 PM	S1	VAN NUYS	800-000-0000	1.02	0.10
05/17/94	09:55 PM	S1	VAN NUYS	800-000-0000	1.38	0.06
05/17/94	11:37 PM	S1	VAN NUYS	800-000-0000	1.38	0.06
TOTAL FOR ACCT CODE				CALLS: 14	44.3	2.38

ACCT CODE: 111111

DATE	TIME	RATE	TO	NUMBER *	MINUTES	AMOUNT
05/06/94	10:24 AM	S1	NEW YORK	800-000-0000	1.00	0.21
05/06/94	10:50 AM	S1	NORTHRIDGE	800-000-0000	1.00	0.20
05/06/94	11:35 AM	S1	DALLAS	800-000-0000	1.00	0.21
05/07/94	10:40 AM	S1	NORTHRIDGE	800-000-0000	1.00	0.20
05/07/94	10:40 AM	S1	NORTHRIDGE	800-000-0000	2.00	0.33
05/07/94	10:42 AM	S1	ANDOVER	800-000-0000	4.00	0.83
05/07/94	10:47 AM	S1	UPLAND	800-000-0000	2.00	0.40
05/07/94	11:24 AM	S1	SAN FRAN	800-000-0000	3.00	0.35
05/07/94	11:37 AM	S1	SAN FRAN	800-000-0000	1.00	0.12
05/08/94	10:05 AM	S1	CHICAGO	800-000-0000	3.00	0.62
05/08/94	10:08 AM	S1	CHICAGO	800-000-0000	1.00	0.21
05/08/94	10:35 AM	S1	NEW YORK	800-000-0000	3.00	0.62
05/08/94	10:41 AM	S1	LONG BEACH	800-000-0000	3.00	0.35
05/08/94	10:50 AM	S1	SAN FRAN	800-000-0000	1.00	0.12
05/08/94	11:44 AM	S1	SAN FRAN	800-000-0000	1.00	0.12
05/08/94	11:52 AM	S1	SAN PEDRO	800-000-0000	1.00	0.20
05/09/94	11:11 AM	S1	VAN NUYS	800-000-0000	3.35	0.34
05/09/94	11:16 AM	S1	VAN NUYS	800-000-0000	3.42	0.08
TOTAL FOR ACCT CODE			111111	CALLS: 19	32.3	[illegible]

ACCT CODE: 222222

DATE	TIME	RATE	TO	NUMBER *	MINUTES	AMOUNT
05/06/94	12:13 PM	S1	HOUSTON	800-000-0000	1.00	0.21
05/06/94	12:57 PM	S1	NEW YORK	800-000-0000	1.00	0.21
05/06/94	12:59 PM	S1	SAN PEDRO	800-000-0000	1.00	0.20
05/07/94	12:51 PM	S1	HOUSTON	800-000-0000	8.00	1.66
05/07/94	01:30 PM	S1	PALM SPGS	800-000-0000	3.00	0.35
05/07/94	01:39 PM	S1	JAFFREY	800-000-0000	2.00	0.42
05/08/94	12:49 PM	S1	VAN NUYS	800-000-0000	9.30	0.44
05/08/94	12:59 PM	S1	CANOGAPARK	800-000-0000	1.00	0.20
TOTAL FOR ACCT CODE			222222	CALLS: 8	26.9	3.71

ACCT CODE: 333333

DATE	TIME	RATE	TO	NUMBER *	MINUTES	AMOUNT
05/06/94	03:34 PM	S1	SAN FRAN	800-000-0000	1.00	0.12
05/06/94	03:37 PM	S1	SAN PEDRO	800-000-0000	2.00	0.33
05/07/94	02:02 PM	S1	CANOGAPARK	800-000-0000	2.00	0.33
05/07/94	02:32 PM	S1	SAN FRAN	800-000-0000	1.00	0.12
05/07/94	02:36 PM	S1	HAYWARD	800-000-0000	1.00	0.12

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
[illegible] 7 1996
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
EXECUTIVE DIRECTOR RATES & RESEARCH DIV

LEGEND

D=DAY E=EVENING N=NIGHT/WEEKEND
S1=STANDARD INTERNATIONAL S2=DISCOUNT INTERNATIONAL [illegible]=ECONOMY INTERNATIONAL
X=ORIGINATING NUMBER UNAVAILABLE M=MULTIPLE RATE PERIOD
[illegible]

PRIMUS Telecommunications, Inc.

101202 ATT-CORE-CUST/101200 ATT-CORE>

DATE	TIME	RATE	TO	NUMBER		MINUTES	AMOUNT
05/07/94	03:09 PM	SI	HAYWARD	800-000-0000		1.00	0.12
TOTAL FOR ACCT CODE			333333	CALLS:	6	8.0	1.14
AUTH CODE:							
05/05/94	08:00 PM	SI	CAPSTR VLY	800-000-0000		1.00	0.21
05/06/94	08:09 PM	SI	NEWORLEANS	800-000-0000		1.00	0.13
05/27/94	04:02 PM	SI	AZUSA-GLEN	800-000-0000		1.00	0.20
05/27/94	04:02 PM	SI	AZUSA-GLEN	800-000-0000		5.00	0.72
TOTAL FOR ACCT CODE				CALLS:	4	8.0	1.23
ACCT CODE:		111111					
05/04/94	11:27 AM	SI	AZUSA-GLEN	800-000-0000		1.00	0.20
05/04/94	11:29 AM	SI	AZUSA-GLEN	800-000-0000		1.00	0.20
05/05/94	11:45 AM	SI	SAN PEDRO	800-000-0000		1.00	0.20
05/26/94	11:10 AM	SI	BRAINTREE	800-000-0000		1.00	0.21
05/26/94	11:11 AM	SI	BRADENTON	800-000-0000		2.00	0.42
05/26/94	11:14 AM	SI	BRAINTREE	800-000-0000		1.00	0.21
05/26/94	11:16 AM	SI	HOUSTON	800-000-0000		6.00	1.24
05/26/94	11:29 AM	SI	HOUSTON	800-000-0000		3.00	0.62
05/26/94	11:35 AM	SI	OKLA CITY	800-000-0000		1.00	0.21
05/26/94	11:36 AM	SI	NEW YORK	800-000-0000		1.00	0.21
TOTAL FOR ACCT CODE			111111	CALLS:	10	18.0	
ACCT CODE:		222222					
05/04/94	12:48 PM	SI	AZUSA-GLEN	800-000-0000		5.00	0.72
05/04/94	12:50 PM	SI	APOPKA	800-000-0000		1.00	
05/04/94	12:57 PM	SI	NEWORLEANS	800-000-0000		1.00	0.21
05/04/94	12:58 PM	SI	CAPSTR VLY	800-000-0000		1.00	0.30
05/04/94	01:19 PM	SI	SAN PEDRO	800-000-0000		8.00	0.94
05/04/94	01:58 PM	SI	ATLANTA	800-000-0000		1.00	0.21
05/04/94	01:58 PM	SI	ATLANTA	800-000-0000		1.00	0.21
05/04/94	01:57 PM	SI	WALNUT CRK	800-000-0000		1.00	0.13
05/05/94	01:41 PM	SI	NEW YORK	800-000-0000		1.00	0.21
05/05/94	01:43 PM	SI	APOPKA	800-000-0000		19.00	3.95
05/26/94	12:02 PM	SI	LONG BEACH	800-000-0000		1.00	0.18
05/26/94	12:03 PM	SI	BEAVERTON	800-000-0000		12.00	2.21
05/26/94	12:32 PM	SI	MILWAUKEE	800-000-0000		3.00	0.62
05/26/94	12:38 PM	SI	HAYWARD	800-000-0000		1.00	0.12
05/26/94	12:39 PM	SI	HAYWARD	800-000-0000		1.00	0.12
TOTAL FOR ACCT CODE			222222	CALLS:	19	55.0	10.31
ACCT CODE:		333333					
05/01/94	03:35 PM	SI	SAN PEDRO	800-000-0000		8.00	1.10
05/04/94	03:09 PM	SI	ATLANTA	800-000-0000		1.00	0.21
05/04/94	03:09 PM	SI	ATLANTA	800-000-0000		7.00	1.46
05/05/94	02:13 PM	SI	PITTSBURGH	800-000-0000		9.00	1.86
05/05/94	03:00 PM	SI	NEW YORK	800-000-0000		1.00	0.21
05/27/94	03:53 PM	SI	SAN PEDRO	800-000-0000		4.00	0.59
TOTAL FOR ACCT CODE			333333	CALLS:	6	30.0	5.42
TOTAL FOR AUTH CODE				CALLS:	39	111.0	20.71

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
FEB 21 1995
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
DIRECTOR, RATES & RESEARCH DIV.

PRIMUS Telecommunications, Inc

111666 PRIMUS SAMPLE CUSTOMER

CURRENT ACCOUNT ACTIVITY

CREDITS	
LEC Switch Fee Credit	20.00CR
TOTAL	20.00CR
USAGE CHARGES:	
PRODUCT TYPE: : - Basic Service	
INTERSTATE	51.82
INTERNATIONAL	49.79
SUB-TOTAL	101.61
RECURRING CHARGES:	
Residential Monthly Recurring Charge	5.50
SUB-TOTAL	5.50
NON-RECURRING CHARGES:	
30 Unit Prepaid Card	50.00
SUB-TOTAL	50.00
TAXES:	
FEDERAL EXCISE TAX	4.39
STATE SALES TAX	9.15
SUB-TOTAL	13.54
LESS VOLUME DISCOUNT(*)	15.24CR
TOTAL CURRENT CHARGES	165.41

* YOU HAVE EARNED A VOLUME DISCOUNT CREDIT OF $15.24 BASED ON THE USAGE LEVEL YOU ATTAINED.

* PAST DUE PORTIONS OF YOUR TOTAL AMOUNT DUE ARE SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.500 PERCENT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 07 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 07 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

LEGEND
D=DAY E=EVENING N=NIGHT/WEEKEND
S=STANDARD INTERNATIONAL D=DISCOUNT INTERNATIONAL E=ECONOMY INTERNATIONAL
O=ORIGINATING NUMBER UNAVAILABLE M=MULTIPLE RATE PERIOD
O=ORIGINATING NUMBER INDICATED FOR 800 CALLS 800=800 TRAVEL

PRIMUS Telecommunications

111666 PRIMUS SAMPLE CUSTOMER

DATE	TIME	RATE	TO		NUMBER	MINUTES	AMOUNT
TELEPHONE NUMBER: (708) 357-3378							
10/02/94	12:10 PM	D	PLANO	TX	214 605-2585	8.36	2.25
10/03/94	01:45 PM	SI	SASKATOON		306 2213355	27.68	7.46
10/04/94	07:01 AM	EI	TAMPICO		521 1215656	45.00	4.95
10/05/94	02:03 PM	SI	SASKATOON		306 2213355	7.74	2.08
10/06/94	06:13 PM	E	OVRLAND PK	KS	913 339-4800	11.41	2.05
10/06/94	07:09 PM	DI	UDORA		705 2288899	99.12	17.84
10/07/94	06:05 AM	EI	TAMPICO		521 1215656	13.45	1.47
10/07/94	07:09 PM	E	HONOLULU	HI	308 221-3567	0.15	0.02
10/08/94	12:10 PM	D	PLANO	TX	214 605-2585	9.31	2.51
10/09/94	02:15 PM	SI	SASKATOON		306 2213355	39.33	10.61
10/09/94	07:09 PM	DI	PUEBLA		522 0055690	23.47	4.22
10/10/94	01:04 PM	D	PLANO	TX	214 605-2585	28.50	7.72
10/11/94	06:19 PM	E	OVRLAND PK	KS	913 339-4800	0.20	0.16
10/13/94	06:13 PM	E	OVRLAND PK	KS	913 339-4800	42.73	7.89
10/13/94	09:05 PM	E	ANCHORAGE	AK	907 222-4141	2.13	1.70
10/14/94	07:01 AM	EI	TAMPICO		521 1215656	10.15	1.11
10/14/94	08:31 PM	E	ANCHORAGE	AK	907 222-4141	6.25	1.12
10/16/94	05:11 PM	E	OVRLAND PK	KS	913 339-4800	5.38	0.96
10/16/94	07:09 PM	E	HONOLULU	HI	308 221-4561	29.31	5.22
10/16/94	08:31 PM	E	ANCHORAGE	AK	907 222-4141	112.91	20.32
10/18/94	12:13 PM	D	PLANO	TX	214 605-2585	0.18	0.04
TOTAL FOR (708) 357-3378					CALLS: 21	522.3	101.60
TOTAL FOR SERVICE					CALLS: 21	522.3	101.60

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 27 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

LEGEND

D=DAY E=EVENING N=NIGHT/WEEKEND

SI=STANDARD INTERNATIONAL DI=DISCOUNT INTERNATIONAL EI=ECONOMY INTERNATIONAL

PRIMUS Telecommunications, Inc

111666 PRIMUS SAMPLE CUSTOMER

TRAFFIC SUMMARY BY AREA CODE / RATE PERIOD

AREA CODE	STATE ABBRV	TOTAL CALLS	TOTAL MINUTES	TOTAL AMOUNT	TOTAL %	DAY PERCENT	EVENING PERCENT	NIGHT PERCENT
214	TX	4	48.45	12.54	18.10	100.00	.00	.00
808	HI	2	29.18	5.24	11.28	.00	100.00	.00
907	AK	2	121.29	23.15	47.26	.00	100.00	.00
913	KS	4	58.74	10.87	22.28	.00	100.00	.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 27 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS Telecommunications, Inc.

111666 PRIMUS SAMPLE CUSTOMER

INTERNATIONAL TRAFFIC SUMMARY BY COUNTRY / RATE PERIOD

LOCTN	COUNTRY	TOTAL CALLS	TOTAL MINUTES	TOTAL AMOUNT	TOTAL %	STANDARD PERCENT	DISCOUNT PERCENT	ECONOMY PERCENT
306	CANADA	2	74.73	20.17	28.10	100.00	.00	.00
705	CANADA	1	99.12	17.84	27.27	.00	100.00	.00
521	MEXICO	3	98.80	7.54	25.30	.00	.00	100.00
522	MEXICO	1	23.47	4.22	8.33	.00	100.00	.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

F[illegible] 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY [signature]
DIRECTOR RATES & RESEARCH DIV

PRIMUS Telecommunications, Inc

111666 PRIMUS SAMPLE CUSTOMER

MILEAGE SUMMARY

DAY	MILEAGE	TOTAL CALLS	TOTAL MINUTES
	0 - 55	7	121
	56 - 292	0	0
	293 - 430	0	0
	431 - 925	0	0
	926 - 1910	0	0
	1911 - 3000	0	0
	3001 - 9999	0	0

EVENING	MILEAGE	TOTAL CALLS	TOTAL MINUTES
	0 - 55	11	232
	56 - 292	0	0
	293 - 430	0	0
	431 - 925	0	0
	926 - 1910	0	0
	1911 - 3000	0	0
	3001 - 9999	0	0

NIGHT	MILEAGE	TOTAL CALLS	TOTAL MINUTES
	0 - 55	3	68
	56 - 292	0	0
	293 - 430	0	0
	431 - 925	0	0
	926 - 1910	0	0
	1911 - 3000	0	0
	3001 - 9999	0	0

TOTALS	MILEAGE	TOTAL CALLS	TOTAL MINUTES
	0 - 55	21	322
	56 - 292	0	0
	293 - 430	0	0
	431 - 925	0	0
	926 - 1910	0	0
	1911 - 3000	0	0
	3001 - 9999	0	0

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 17 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS
Telecommunications, Inc

111666 PRIMUS SAMPLE CUSTOMER

FREQUENTLY CALLED NUMBER SUMMARY

(3 OR MORE CALLS)

NUMBER CALLED	TOTAL CALLS	TOTAL MINUTES	TOTAL AMOUNT
216 688-2585	4	46.45	12.34
306 221-3385	3	74.73	20.17
907 222-4141	3	121.29	33.15
913 339-4800	4	58.74	16.87
*921-1215654	3	68.86	7.34

* INDICATES INTERNATIONAL NUMBER

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 17 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS Telecommunications, Inc.

111666 PRIMUS SAMPLE CUSTOMER

PAGE 111666 15

EXECUTIVE SUMMARY

TOTAL CALLS	21
TOTAL MINUTES	522.58
AVERAGE LENGTH OF CALLS	24.88
TOTAL ACTIVE DAYS	29
AVERAGE CALLS PER DAY	0
AVERAGE HOURS PER DAY	0 38
MOST USED AREA CODE	214
MOST USED PHONE NUMBER	214 505-2525
MOST USED ACCOUNT CODE	0

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 17 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY [signature]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS Telecommunications Inc

111666 PRIMUS SAMPLE CUSTOMER

PAGE 111666619

LONG DURATION SUMMARY

(10 MINUTES OR MORE IN LENGTH)

DATE	TIME	NAME	PHONE NUMBER	CITY	ST	TOTAL MINUTES	TOTAL AMOUNT
10/18/94	20:31	(708) 357-3378	907-222-4141	ANCHORAGE	AK	112.31	20.22
10/08/94	19:08	(708) 357-3378	705-226-8899	UDORA	ON	98.12	17.84
10/04/94	07:01	(708) 357-3378	521-121-5858	TAMPICO	TA	45.00	4.95
10/13/94	18:12	(708) 357-3378	913-229-4800	OVRLAND PK	KS	42.75	7.69
10/09/94	14:15	(708) 357-3378	306-221-2255	SASKATOON	SK	39.22	10.81
10/18/94	19:08	(708) 357-3378	808-221-4561	HONOLULU	HI	29.31	5.22
10/10/94	13:04	(708) 357-3378	214-602-2585	PLANO	TX	28.50	7.72
10/03/94	13:48	(708) 357-3378	306-221-2255	SASKATOON	SK	27.58	7.46
10/09/94	19:09	(708) 357-3378	522-005-5680	PUEBLA	PB	22.47	4.22
10/07/94	06:05	(708) 357-3378	521-121-5858	TAMPICO	TA	12.45	1.47
10/06/94	18:12	(708) 357-3378	913-229-4800	OVRLAND PK	KS	11.41	2.05
10/14/94	07:01	(708) 357-3378	521-121-5858	TAMPICO	TA	10.15	1.11

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 17 1995

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [signature]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS
Telecommunications, Inc

111666 PRIMUS SAMPLE CUSTOMER

PAGE
111666119

AUTH/ANI SUMMARY

	TOTAL CALLS	TOTAL MINUTES	TOTAL AMOUNT	FED TAX	STATE TAX	LOCAL TAX	TOTAL
(706) 397-3378	21	522.56	101.60	3.05	8.35	.00	111.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 17 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS
Telecommunications Inc

111666 PRIMUS SAMPLE CUSTOMER

PAGE
111666619

TRAFFIC MANAGEMENT SUMMARY: ALL PRODUCTS

PRODUCT	TOTAL CALLS	TOTAL MINUTES	TOTAL AMOUNT
Basic Service	10	258.54	51.62
INTERNATIONAL	8	285.33	49.78

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 7 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

PRIMUS
Telecommunications Inc

111666 PRIMUS SAMPLE CUSTOMER

SUMMARY OF USAGE BY BAND / RATE PERIOD / LATA

BAND: 0

RATE PERIOD	LATA	LATA NAME	TOTAL CALLS	TOTAL MINUTES	TOTAL AMOUNT
DAY	9999	UNKNOWN	4	48.45	12.54
EVENING	9999	UNKNOWN	3	210.19	28.27

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 07 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV