

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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JUL 19 1999

In the Matter of:

APPROVAL OF THE RESALE
AGREEMENT NEGOTIATED BY IXC
COMMUNICATIONS SERVICES, INC.
AND ANNOX, INC. PURSUANT TO
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

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GENERAL COUNSEL

CASE NO. 99-172

O R D E R

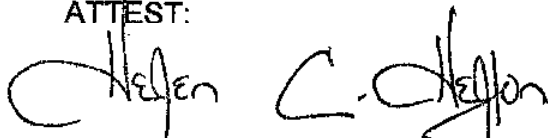
On April 23, 1999, IXC Communications Services, Inc. ("IXC") and Annox, Inc. ("Annox") submitted to the Commission their negotiated agreement for resale of IXC's services to end-users. However, on June 3, 1999, Annox requested that the Commission withdraw the agreement from consideration.

The agreement between IXC and Annox having been withdrawn, IT IS THEREFORE ORDERED that this case is closed and removed from the Commission's docket.

Done at Frankfort, Kentucky, this 14th day of July, 1999.

By the Commission

ATTEST:



Executive Director

5-13-99 wh
7-9-99 wh

Doyle

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

In re: Petition for approval of Master Service)
Agreement between IXC Communications)
Services, Inc. and Annox, Inc.

Docket No. 99-172

**PETITION OF ANNOX, INC.
FOR APPROVAL OF MASTER SERVICE AGREEMENT WITH
IXC COMMUNICATIONS SERVICES, INC.**

COMES NOW Annox, Inc. and respectfully petitions the Kentucky Public Service Commission for approval of a Master Service Agreement which Annox, Inc. has entered into with IXC Communications Services, Inc. In support of this petition, Annox, Inc. states:

1. The Telecommunications Act of 1996 requires that any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." *Telecommunications Act of 1996, §252(e).*
2. Under the *Telecommunications Act*, interconnection/resale agreements can be rejected by the state commission only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity.
3. The agreement with IXC Communications Services, Inc. (attached) does not discriminate against other similarly situated carriers and is also consistent with the public interest, convenience and necessity. As such, Annox, Inc. seeks approval of the agreement from the Commission as required by the federal statute noted above.

WHEREFORE, Annox, Inc. respectfully requests that the Commission approve the attached Master Service Agreement and that Annox, Inc. be granted all other relief proper under the circumstances.

Respectfully submitted on February 26, 1999.

By:

Katherine Mauldin Hunter

Katherine Mauldin Hunter
2251 Perimeter Park Dr.
Atlanta, Georgia 30341
Telephone No. 770-451-8319
Email: k.hunter@gte.net

Attorney for Annox, Inc.

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APR 23 1999
GENERAL COUNSEL



IXC
MASTER SERVICE AGREEMENT

FOUNTAIN
COMMUNICATIONS

APR 2 1998

This Agreement for telecommunications services is made and entered into by and between IXC Communications Services, Inc., a Delaware corporation with its principal place of business at 1122 Capital of Texas Hwy South, Austin, Texas 78746 ("Supplier"), and Annox, Inc., a Georgia corporation with its principal place of business at 6509 Highway 41A, Pleasant View, Tennessee 37146 ("Customer").

WHEREAS, Customer desires to obtain telecommunications services as described below (the "Service") from Supplier, and Supplier is willing to provide the Service for the rates attached hereto.

For purposes of this Agreement, the Effective Date shall mean the first day of the next IXC billing cycle after the date of last execution below (the "Effective Date").

NOW, THEREFORE, Customer and Supplier hereby mutually agree as follows:

CREDIT REQUIREMENTS: Letter of Credit. Customer's existing Letter of Credit in the amount of \$25,000.00 which was provided under the Telecommunications Service Agreement dated November 07, 1996 shall remain in place for Services provided by Supplier under this Agreement. At such time as Customer's monthly usage charges exceed \$25,000.00 Supplier shall require Customer to increase the Letter of Credit to \$50,000.00. ("Letter of Credit"), as security for the full and faithful performance of Customer of the terms, conditions and covenants of this Agreement. If at any time during the term of the Agreement, Customer defaults in the payment of any Usage Charges, or any other amounts payable by Customer to Supplier hereunder, then Supplier may appropriate and apply any portion of the Letter of Credit reasonably necessary to remedy any such default. If during the term of the Agreement, Supplier so applies all or any portion of the Letter of Credit, then Customer shall restore the amount of the Letter of Credit so applied by Supplier on or before the next due payment of Usage Charges under this Agreement. If, however, invoices for Services during any month provided by Supplier exceed one half of the Letter of Credit, at the request of Supplier, Customer shall within five (5) days (i) provide an additional Letter of Credit and/or a cash deposit; or (ii) other form of security satisfactory to Supplier which in either case, shall be in an amount equal to the amount by which the invoice for such month exceeds one-half of the amount of the Letter of Credit held by Supplier.

Release of Letter of Credit. Notwithstanding anything to the contrary herein at any time during the term of the Agreement, Supplier shall release the Letter of Credit to Customer, in consideration of Customer's undertaking of any of the following actions: (i) obtaining for the benefit of Supplier a cash deposit securing the prompt payment, when due, of the estimated Usage Charges and other amounts due and payable by Customer to Supplier hereunder during any given two-month period; (ii) (a) granting to Supplier a continuing, floating, first priority security interest and lien in and to the Collateral (as defined below) on the terms and subject to the conditions of a security agreement in form and substance reasonably satisfactory to Supplier; and (iii) directing all of Customer's End-Users to deposit any money owed by such End-Users to Customer directly into a lockbox account at Supplier's bank for the benefit of Supplier, and authorize Supplier's bank to make automatic clearing house fund transfers from such lockbox account to the account of Supplier in amounts initially agreed to by Customer and Supplier, on the terms and subject to the conditions of an escrow agreement in form and substance reasonably satisfactory to Supplier.

SERVICE, TERM AND RATES: Supplier agrees to provide and Customer agrees to purchase Service(s) indicated below. This agreement, including any terms and conditions, addenda, schedules, supplements or exhibits which are attached hereto and incorporated herein, constitutes the entire agreement (the "Agreement") by Supplier and Customer pertaining to the subject matter(s) hereof and supersedes all prior and contemporaneous agreements and understandings in connection herewith.

Service Type:

Switched Service:

☒ Exclusive
☐ Xnet LATA
☐ Xnet LEX

Private Line Service:

☐ Digital
☐ Optical

Broadband Service:

☐ ATM
☐ Frame Relay
☐ Network Management Services
☐ Training

Customer Interface:

☐ Rack Space & Power
☐ Shelf Space
☐ Collocation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

IXC Communications Services, Inc.

By: Leo Welch

Name: LEO WELCH

Title: PRES - WHOLESALER

Date: 12/8/98

Full Business Address:

1122 Capital of Texas Hwy. South

Austin, Texas 78746-1050

Telephone: 512-427-3700

Facsimile: 512-328-7902

Annex, Inc.

By: Dominick W. Marchitto

Name: Dominick W. Marchitto

Title: Executive Vice Pres

Date: 12/3/98

Full Business Address:

6509 Highway 41 A

Pleasant View, Tennessee 37146

Telephone: 615-746-8930

Facsimile: 615-746-3409

Billing Contact: Mark Linder

Telephone: 615-746-8927

i/share/legal/msa/annox

Master Service Agreement Terms & Conditions

1. **Credit.** All Services ordered hereunder are subject to credit approval. Customer shall complete a credit application form attached hereto as Exhibit A.
2. **Provision of Balance Sheet.** Prior to commencement of Service, Customer shall provide Supplier with financial statements including a consolidated balance sheet of Customer as of the end of the most recent quarter and consolidated statements of income and retained earnings of such quarter and the fiscal year to date through such quarter, all in reasonable detail and certified by Customer's chief financial officer as having been prepared in accordance with generally accepted accounting principles, consistently applied. Customer shall provide updated financial statements as reasonably requested by Supplier.
3. **Payment Terms.** Invoices for Service are due and payable within thirty (30) days from the Invoice Receipt Date (unless otherwise indicated in the Credit Requirements section of the Master Service Agreement), without demand or set off by Customer. Payments not received within thirty (30) days of the date of invoice are considered past due. In addition to Supplier undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due: (i) a late charge shall accrue equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per month; (ii) Supplier may require a Security Deposit or other forms of security acceptable to Supplier; and/or (iii) Supplier may take any action in connection with any other right or remedy Supplier may have under this Agreement in law or in equity.
4. **Billing Disputes.** If Customer in good faith disputes any portion of any Supplier invoice, Customer shall submit to Supplier, within thirty (30) days following the Invoice Receipt Date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within the thirty (30) day period, Customer shall have waived its dispute rights for that invoice. Supplier and Customer agree to use their respective best efforts to resolve any dispute within fifteen (15) days after Supplier receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Supplier shall be due within ten (10) days of the resolution of the dispute.

Any dispute arising out of or relating to this Agreement which has not been resolved by the good faith efforts of the parties will be settled by binding arbitration conducted expeditiously in accordance with Section 16.

5. **Additional Assurances.** If at any time during the term of this Agreement there is a material and adverse change in Customer's financial condition or business prospects, which shall be determined by Supplier in its sole and absolute discretion, (for example if Customer is past due

in making payment, as defined in Section 3.) then Supplier may demand that Customer increase the amount of the Security Deposit pursuant to Supplier's standard terms and conditions, as security for the full and faithful performance of Customer of the terms, conditions and covenants of this Agreement.

6. **Certification.** Customer hereby represents and warrants that it is certified to do business in all jurisdictions in which it conducts business and is in good standing in all such jurisdictions. Customer further represents and warrants that it is certified by the proper regulatory agencies to provide interstate, intrastate and international long distance services to End-Users in those jurisdictions where such services are to be provided by Customer. Customer shall keep current during the term of this Agreement, copies of its Certificates of Public Convenience and Necessity or similar documents certifying Customer's interstate, intrastate, or international operating authority in any local, state, or federal jurisdiction (collectively, "Service Compliance Certificates") and furnish copies thereof to Supplier within ten days of written request by Supplier. Supplier reserves the right to refuse or withhold Service in any jurisdiction in which Customer's Service Compliance Certificate has not been furnished to Supplier in a timely manner. Customer shall defend and indemnify Supplier from any losses, expenses, demands and claims in connection with Customer's failure to provide Supplier with such Service Compliance Certificates. Such indemnification includes costs and expenses (including reasonable attorney's fees) incurred by Supplier in settling, defending or appealing any claims or actions brought against it relating to Customer's failure to provide such Service Compliance Certificates.
7. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the laws of the State of Delaware without regard to its principles of choice of law.
8. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery, facsimile transmission or mailing, and if mailed, first class postage prepaid, certified or registered mail, return receipt requested to the following persons, unless contrary instructions are given by the parties in writing:

If to Supplier: IXC Communications Services, Inc.
1122 Capital of Texas Hwy. South
Austin, Texas 78746
Attention: Contract Administration

If to Customer: Annox, Inc.
6509 Hwy. 41 A
Pleasant View, Tennessee 37146
Attention: LINDA WEITMAN

9. **Waiver of Breach or Violation not Deemed Continuing.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

10. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party hereto or if either party hereto shall make an assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part.

11. **Business Relationship.** This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.

12. **Indemnity.**

A. Each party shall indemnify, defend, release and hold harmless the other party and all of its officers, agents, directors, shareholders, subcontractors, subsidiaries, employees and other affiliates (collectively "Affiliates") from and against any action, claim, court cost, damage, demand, expense, liability, loss, penalty, proceeding or suit, (collectively, together with related attorneys' fees, including costs and disbursements, "Claims") imposed upon either party by reason of damages to property or injuries, including death, as a result of an intentional or a negligent act or omission on the part of the indemnifying party or any of its Affiliates in connection with: (i) the performance of this Agreement; or (ii) other activities relating to the property or facilities which are the subject of this Agreement, whether or not the Claims result from a sole negligent act or omission on the part of the indemnifying party, whether the Claims result from the concurrent negligent act or omission on the part of both parties, or whether the Claims result from the negligent act or omission of the indemnifying party and some other third party. In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence.

B. In the event any action shall be brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon the request of the indemnified party, shall assume the defense thereof on behalf of the indemnified party and its Affiliates and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party or its Affiliates in connection therewith, provided that the indemnified party shall not be liable for any settlement of any such action effected without its written consent.

C. Notwithstanding the termination of this Agreement for any reason, this Section 12 shall survive such termination.

13. **Insurance.** Throughout the term of this Agreement and any extension thereof, each party shall maintain and, upon written request, shall provide to the other proof of adequate liability insurance:

(i) Worker's compensation insurance up to the amount of the statutory limit in the state or states where work is to be performed;

(ii) Employer's liability insurance with a limit of not less than \$200,000 per claim with an all-states endorsement;

(iii) Comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury liability and property damage liability, including coverage extensions for blanket contractual liability, personal injury liability and products and completed operations liability; and

(iv) Comprehensive Auto Liability insurance with a limit of not less than \$1,000,000 per accident for Bodily Injury Liability and Property Damage Liability arising out of the ownership, maintenance or use of any vehicle in the performance of this Agreement.

14. **Authorized Use of Supplier Name.** Without Supplier's prior written consent, Customer shall not: (i) refer to itself as an authorized representative of Supplier in promotional, advertising or other materials; or (ii) use Supplier's logos, trade marks, service marks, or any variations thereof in any of its promotional, advertising or other materials or in any activity using or displaying Supplier's name or the Services to be provided by Supplier. Customer agrees to change or correct, at Customer's expense, any such material or activity which Supplier, in its sole judgment, determines to be inaccurate, misleading or otherwise objectionable in relation to using or marketing Supplier's services. Customer is explicitly authorized to only use the following statements in its sales literature: (i) "Customer utilizes the Supplier's network"; (ii) "Customer utilizes Supplier's facilities"; (iii) "Supplier provides only the network facilities"; and (iv) "Supplier is our network services provider".

15. **Assignment.** Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by Supplier to any lender to secure borrowings by Supplier or any of its affiliates; (ii) Supplier may assign all its rights and obligations hereunder to any Affiliate; and (iii) any subsidiary of Supplier may assign any amounts due from Customer under any Supplement to Supplier for billing purposes.

16. **Binding Arbitration.** The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached, such controversy or claim shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. If the parties fail to resolve such controversy or claim within thirty (30) days of the disputing party's notice, either party may seek arbitration as set forth below.

Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Delaware and shall be resolved under the laws of the State of Delaware. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. Customer may, at its option, continue to accept what it considers to be below-standard Services and pay the charges hereunder relating thereto during such pendency of such arbitration, without prejudice thereto.

17. **Legal Construction.** In the event one or more of the provisions contained in this Agreement shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

In the event of any conflict between the provisions of these Terms & Conditions and the applicable Supplement and Exhibits, the conflict shall be resolved by reference to the following order of priority of interpretation: a) Exhibits; b) Supplement; and c) Terms & Conditions. Notwithstanding the foregoing no Exhibit requiring execution shall be binding unless and until such Exhibit has been executed by an authorized officer of Customer.

18. **No Personal Liability.** Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations of this Section.

19. **Notice of Breach of Agreement.** To be effective, written notice of any material breach (except Payment Default) must prominently contain the following sentences in capital letters: "THIS IS FORMAL NOTICE OF A BREACH OF CONTRACT. FAILURE TO CURE SUCH BREACH WILL HAVE SIGNIFICANT LEGAL CONSEQUENCES."

20. **Limitation of Liability.** Supplier's liability arising out of delays in restoration of the Services to be provided under this Agreement or out of mistakes, accidents, omissions, interruptions, or errors or defects in transmission in the provision of Services or any other telecommunications services, shall be subject to the limitations set forth below, and in the applicable Tariff. EXCEPT OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY OF THE CUSTOMER'S OWN CUSTOMERS OR ANY OTHER THIRD PARTY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION, OR DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF SUPPLIER PURSUANT TO THIS AGREEMENT; AND IN NO EVENT SHALL SUPPLIER BE LIABLE AT ANY TIME FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT IT HAS PRIOR TO SUCH TIME COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. SUPPLIER MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SUPPLIER ARE HEREBY EXCLUDED AND DISCLAIMED. For purposes of this Section, the term "Supplier" shall be deemed to include Supplier, its shareholders, directors, officers and employees, and any person or entity assisting Supplier in its performance pursuant to this Agreement.

21. **System Maintenance.** In the event Supplier determines to interrupt Services for the performance of routine system maintenance, Supplier will use reasonable efforts to notify Customer prior to the interruption and to conduct such maintenance during non-peak hours. In no event shall interruption for system maintenance constitute a Failure of Performance by Supplier.

22. **Maintenance & Trouble Reporting.** Supplier's standard fees for Customer maintenance support services are as follows:

Maintenance services shall be defined as all work performed by Supplier on equipment provided by or on behalf of the Customer, or supervision of the Customer's work within Supplier's terminal facilities. Maintenance service charges are not billed for troubles found within that portion of a circuit provided by Supplier. The following billing rates apply for these services:

A. \$75 per hour (4 hour minimum-if dispatch is required) Monday through Friday during the business hours of 8:00 a.m. - 5:00 p.m. local time, exclusive of the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

B. \$95 per hour (4 hour minimum) for overtime work done after business hours (defined above) and/or on holidays (defined above) and/or all day on Saturdays and Sundays.

C. As requests for maintenance services are typically made via telephone, Supplier must be advised in writing as to the person(s) who are authorized to request service. It is the Customer's responsibility to keep Supplier apprised of any changes to its list of representative(s).

D. To request technical assistance and help under the maintenance services, a call must be made to Supplier's Network Control Center at 1-800-526-2488. This number should be used for Supplier technical assistance, troubleshooting or testing of circuits, not for service impairment or outages. The person calling in must be on the authorized list in order to commit for charges for this technical assistance. If that person is not on the list, the request cannot be accommodated.

The Network Control Center personnel will take the call, record the caller's name and phone number along with facts concerning the assistance and support needed. The caller will then be given the number of the "Assistance Ticket." Upon completion of work, this "Assistance Ticket" will be given to Supplier's Accounting Department, and the Customer will subsequently be billed based upon the information on that ticket. A copy will be attached to the invoice.

Except for emergencies, Supplier's technicians cannot be dispatched unless requests are made in accordance with the above call-out procedure.

23. **Subject to Laws.** This Agreement is subject to, and Customer agrees to comply with, all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC") and state public utility or service commissions ("PSC"), tariffs and the obtaining and continuance of any required certification, permit, license, approval or authorization of the FCC and PSC or any governmental body, including, but not limited to regulations applying to feature group termination and Letter of Agencies ("LOAs").

FCC Permits, Authorization and Filings. Supplier shall take all necessary and appropriate steps, as soon as possible, to procure from the FCC the necessary authorizations, if any, to deliver Services hereunder to Customer and whatever approvals are necessary from any other federal or state agency. In the event that Supplier cannot obtain all necessary federal, state or local authority to provide Services hereunder, Supplier shall promptly

give written notice thereof to Customer, and such notice shall constitute termination without liability of either party hereto of all obligations hereunder.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together shall constitute one document.

26. **Confidential Information and Nonsolicitation.** "Confidential Information" shall mean all information disclosed in writing by one party to the other party which is clearly marked "CONFIDENTIAL" by the disclosing party at the time of disclosure. "Confidential Information" shall also include certain oral information disclosed by one party to the other party, provided that the disclosing party designates such information as confidential at the time of disclosure and gives recipient a written summary of such information within five business days after the oral disclosure was made. Notwithstanding the foregoing, all information concerning the traffic volume/distribution of Supplier, pricing rates, and customer lists is hereby deemed to be Confidential Information regardless of whether it is so identified. The term "Confidential Information" does not include any information which: (i) was already known by the receiving party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party, (ii) becomes publicly known through no wrongful act of the receiving party, (iii) is rightfully received from a third person without knowledge of any confidentiality obligation, (iv) is independently acquired or developed without violating any of the obligations under this Agreement, (v) is disclosed to a third person by the disclosing party without similar confidentiality restrictions on such third persons rights, or (vi) is approved for release by written authorization of the disclosing party.

Further, the recipient may disclose Confidential Information pursuant to any judicial or governmental request, requirement or order. The recipient, however, shall take reasonable steps to give the disclosing party sufficient prior notice to contest such request, requirement or order. Confidential Information shall remain the property of the disclosing party, and shall be returned to the disclosing party or destroyed upon request of the disclosing party. Supplier may make such Confidential Information available to its lenders.

Accordingly, in the event of a breach or threatened breach of the foregoing provisions, Supplier shall be entitled to an injunction or restraining order, in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to money damages.

27. **Force Majeure.** Supplier shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, storm or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau,

corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes; lock outs, work stoppages or other labor difficulties.

28. **Survival.** The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due, confidentiality and indemnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

29. **Regulatory.** Customer is responsible for payment of, or reimbursement to Supplier for, Universal Service Fund and Lifeline Assistance Charges (Presubscribed line charges) set forth in the National Exchange Carrier Association (NECA) Tariff FCC #5, sections 8.5., 8.5.2 and 17.1.4 (A) & (B), as the same may be amended from time to time, or any successor tariffs or sections, with respect to any Customer ANI's subscribed to Supplier. In addition, with respect to the Services, Customer is responsible for payment of, or reimbursement to Supplier for: (i) telecommunication relay service charges required by the Americans with Disabilities Act or otherwise (both federal and state); (ii) interexchange carrier fees payable to the FCC under the Omnibus Budget Reconciliation Act of 1993 or otherwise; (iii) payphone service provider compensation as determined by the FCC in CC Docket No. 96-128; (iv) universal service fund charges, intraLATA compensation charges; and (v) other federal or state fees or charges imposed on Supplier. Supplier will furnish, at Customer's request, documentation to support the fees or charges payable by Customer to Supplier pursuant to this Section 29.

Customer shall furnish to Supplier valid and appropriate tax exemption certificates for all applicable jurisdictions (federal, state and local) in which it performs customer billing. Customer is responsible for properly charging tax to its subscribers and for the proper and timely reporting and payment of applicable taxes to the taxing authorities and shall defend and indemnify Supplier from payment and reporting of all applicable federal, state and local taxes, including, but not limited to, gross receipts taxes, surcharges, franchise fees, occupational, excise and other taxes (and penalties and interest thereon), relating to the Services. Such indemnification includes costs and expenses (including reasonable attorney's fees) incurred by Supplier in settling, defending or appealing any claims or actions brought against it relating to said taxes. If Customer fails to provide and maintain the required certificates, Supplier may charge Customer and Customer shall pay such applicable taxes.

The amounts payable by Customer under this Agreement do not include any state or local sales or use taxes, or utility taxes, however designated, which may be levied on the goods and services provided by Supplier hereunder. With respect to such taxes, if applicable, Customer shall furnish Supplier with an appropriate exemption certificate or pay to Supplier, upon timely presentation of invoices therefore, such amounts thereof as Supplier may be by law required to collect or pay. Any and all other taxes,

including but not limited to franchise, net or gross income, license, occupation, and real or personal property taxes, shall be timely paid by Supplier. Customer shall pay to Supplier any such taxes that Supplier may be required to collect or pay.

30. **Obligations Several and Not Joint.** Each party shall be responsible only for its own performance under the Agreement (including any attachments, exhibits, schedules or addenda) and not for that of any other party.

31. **Amendments.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.

32. **Entire Agreement.** This Agreement constitutes the entire and final agreement between the parties with respect to the subject matter hereof and specifically supersedes the Telecommunications Service Agreement dated November 07, 1996 between the parties and all prior agreements relating to the subject matter hereof and any applicable amendments, which are of no further force or effect. There are no oral agreements between the parties. No party is entering into this Agreement in reliance on, and this Agreement shall not be contradicted or supplemented by, any prior or contemporaneous (i) condition, discussion, promise, statement, understanding, or undertaking; (ii) letter of intent, commitment or approval; or (iii) other agreement or document.

i:/share/legal/msa/annoxTC

IXC Switched Service Supplement Exclusive Services

1. **Scope.** Supplier is authorized: (i) to use its best efforts (considering the needs of its other customers) to start provisioning of Services (such services, together with the use of the IXC Online Software, are referred to as the "Services") to Customer on or before the Service Commencement Date, which is scheduled to be the first date of order activation; and (ii) to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges ("Usage Charges") hereunder shall be based on: (i) the rates for Services set forth in Exhibit A, as applicable; and (ii) actual usage of Supplier's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined by Supplier.

2. **Term.** This Agreement is for a term of one (1) year commencing on the Effective Date, unless extended or earlier terminated pursuant to its terms. This Agreement shall be automatically extended at the expiration of the initial term on a month-to-month basis at Supplier's then current month-to-month rates unless: (i) earlier terminated; or (ii) written notice is given by either party at least thirty (30) days before such expiration that such party does not consent to such extension.

3. Customer Responsibilities.

A. **General Duties.** Customer shall use its best efforts to solicit and market the Services in accordance herewith and with applicable law. Customer shall at all times conduct its efforts in a commercially reasonable and ethical manner. Customer shall pay all its expenses in connection with its business and its performance hereunder. Customer shall provide its own billing and customer service to its customers ("End-Users"). Customer shall obtain a letter of agency ("LOA") from each End-User in compliance with applicable Federal Communications Commission ("FCC") and state regulations, however, Customer must obtain a signed LOA from each End-User utilizing 800 service. Customer shall retain the signed LOA's and promptly make originals available upon request of Supplier, any local exchange carrier ("LEC") or any regulatory agency. Customer shall be responsible for LEC Primary Interexchange Carrier change charges ("PIC Charges") that may be imposed on Supplier as a result of End-Users moving onto or off of the Supplier's network. In the event of a dispute regarding a transfer to the Supplier's network, including, but not limited to those resulting from Customer's inability or refusal to provide original End-User LOA's when requested, Customer shall pay Supplier such PIC Charges, and any other expenses or damages suffered by Supplier relating to any such transfer. To the extent Customer makes any statements or representations to third parties (including End-Users) with regard to Supplier, the Services, or the terms hereof, such statements or representations shall be true and not misleading. When applicable, Customer will be responsible for notifying each End-User, in writing (or by any other means approved by the FCC that: (i) a transfer charge will be reflected on such

End-User's LEC bill for effecting a change in primary interexchange carriers, (ii) the entity name under which such End-User's interstate, intrastate and/or operator services will be billed (if different from Customer), and (iii) the "primary" telephone number(s) to be used for maintenance and questions concerning such End-User's long distance service and/or billing. Customer shall send Supplier a copy of the documentation Customer uses to satisfy the above requirements promptly upon request. Supplier may change the foregoing requirements at any time in order to conform with applicable FCC and state regulations. Notwithstanding the foregoing, however, Customer shall be solely responsible for ensuring that the transfer of End-Users to the Supplier's network conforms with applicable FCC and state regulations, including, without limitation, the regulations established by the FCC with respect to verification of orders for long distance service generated by telemarketing.

B. **Slamming Policy.** Supplier will not tolerate the practice of slamming, the intentional, unauthorized transfer of a customer's local or long distance service provider. Customer shall obtain a letter of agency ("LOA") from each End-User; valid proof of authorization includes an exact match of the name and telephone number on the LOA completed by the person authorized to make the switch or the actual tape of authorization. Customer shall retain the signed LOAs for one year and make originals available upon request of Supplier within four (4) business days. A Customer is responsible for providing LOAs for its agents or resellers. If Supplier receives a slamming complaint from a regulatory body (FCC, state commissions, Federal and state counsel) against Customer and finds that Customer has caused a change in a telecommunications subscriber's PIC without prior valid authorization, then Customer will be required to pay an Unauthorized Carrier Change Charge of \$200 for each unauthorized PIC change. This charge is to cover the administrative costs for processing the complaint and is in addition to any fines or penalties assessed by a state or federal regulatory agency, such fines or penalties also being the responsibility of the Customer. Continued acts of slamming by Customer shall be considered grounds for revoking any and all contracts with Customer and further refusing to provide service to Customer.

C. **Volume Forecasts.** Prior to the Service Commencement Date and by the end of each quarter thereafter, Customer shall provide Supplier with forecasts covering a good faith estimate of the monthly traffic volume and distribution for the ordered Services for the next three calendar months. Supplier shall provide Customer with any information reasonably requested to help Customer with its forecasts. The forecasts are to be in the format attached hereto as Exhibit B.

D. **Certification.** Customer shall provide Supplier with a written certification (the "Certification") of the percentage of interstate (including international) and intrastate minutes

of use relevant to the minutes of traffic to be terminated in the same state in which the Supplier HUB is located to which the Service Interconnection is made. This Certification is attached as Exhibit E and shall be provided by Customer prior to commencement of Service for any Service Interconnection. It shall be updated from time to time: (i) as desired by Customer; or (ii) upon request of Supplier made no more than once each calendar quarter. Any such modification or Certification shall be effective as of the first day of the calendar month following forty-five days notice to Supplier from Customer. In the event Customer fails to make such Certification, the relevant minutes of use will be deemed to be subject to the Intrastate Rates provided for in the Exhibit A. In the event Supplier or any other third party requires an audit of Supplier's interstate/intrastate minutes of traffic, Customer agrees to cooperate in such audit at its expense and make its call detail records, billing systems and other necessary information reasonably available to Supplier or any third party solely for the purpose of verifying Customer's interstate/intrastate minutes of traffic. Customer agrees to indemnify Supplier for any liability Supplier incurs in the event Customer's Certification is not supported by such audit.

4. **Excluded ANIs.** Supplier has the right to reject any automatic number identifier ("ANI") supplied by Customer for any of the following reasons: (i) Supplier is not authorized to provide or does not provide long distance services in the particular jurisdiction in which the ANI is located; (ii) a particular ANI submitted by Customer is not in compliance with Supplier's then-current format, which shall be made available to Customer upon request; (iii) Customer is not certified to provide long distance services in the jurisdiction in which the ANI is located; (iv) Customer is in default of this Agreement; (v) Customer fails to cooperate with Supplier in implementing reasonable verification processes determined by Supplier to be necessary or appropriate in the conduct of business; or (vi) any other circumstance reasonably determined by Supplier which could adversely affect Supplier's performance under this Agreement or Supplier's general ability to transfer its other customers or other End-Users to the Supplier's network, including without limitation, Supplier's ability to electronically effect PIC changes with the LEC's. However, whether or not Supplier is electronically connected to the LEC's, Supplier shall issue PIC orders on behalf of Customer. In the event Supplier rejects an ANI, Supplier will use its best efforts to notify Customer within forty-eight hours of its decision specifically describing the rejected ANI and the reason(s) for rejecting that ANI. Further, any ANI requested by Customer for Service may be deactivated by Supplier after five days written notice to Customer if no Service billings relevant thereto have been generated in any prior period of three (3) consecutive calendar months.

Records. Customer will maintain documents and records supporting Customer's re-sale of Service, including, but not limited to, appropriate and valid LOAs from End-Users for a period of not less than twelve (12) months or such other longer period as may be required by applicable law, rule or regulation. Customer shall indemnify Supplier for any costs, charges or expenses incurred by Supplier arising

from disputed PIC selections involving Service to be provided to Customer for which Customer cannot produce an appropriate LOA relevant to the ANI and PIC Charge in question, or when Supplier is not reasonably satisfied that the validity of a disputed LOA has been resolved.

6. **Fraudulent Calls.** Customer shall indemnify and hold Supplier harmless from all costs, expenses, claims or actions arising from fraudulent calls of any nature which may comprise a portion of the Service to the extent that the party claiming the call(s) in question to be fraudulent is (or had been at the time of the call) an End-User of the Service through Customer or an End-User of the Service through Customer's distribution channels. Customer shall not be excused from paying Supplier for Service provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Service. In the event Supplier discovers fraudulent calls being made (or reasonably believes fraudulent calls are being made), nothing contained herein shall prohibit Supplier from taking immediate action that is reasonably necessary to prevent such fraudulent calls from taking place, including without limitation, denying Service to particular ANI's or terminating Service to or from specific locations. Supplier shall use reasonable efforts to notify Customer in the event Supplier takes action upon discovery of fraudulent calls. In the event Customer discovers fraudulent calls being made (or reasonably believes fraudulent calls are being made), Customer shall notify Supplier as soon as possible at 1-800-353-3678.

7. **Rates Changes.**

A. Supplier reserves the right to modify charges for international service upon seven (7) days notice to the Customer.

B. **High Cost Termination/Origination.** Following the Service Commencement Date for all Products (e.g. Xnet, Xclusive), Customer will maintain at least 80% of the originating and 80% of the terminating minutes (during any calendar month or pro-rata portion thereof) in the low cost services areas as defined in Exhibit G. Supplier shall have the right to apply a \$0.03 per minute surcharge to the number of originating minutes and apply a \$0.03 per minute surcharge to the number of terminating minutes which low cost origination/termination does not exceed 80% of the total monthly Service and a \$0.05 per minute surcharge to the number of high cost originating and terminating minutes which exceeds 50% of total monthly Service.

Low Cost Origination or Termination is defined as all international calls and domestic calls to or from any NPA.NXX associated with the Operating Company Numbers listed in Exhibit G.

- C. **Under-utilization Charge.** An under-utilization fee per DS-1 will be applied to the monthly invoice based on the following schedule:

Minutes Per Trunk*

Under-utilization Fee**

| | |
|---------------|------------|
| 0-19,999 | \$2,000.00 |
| 20,000-39,999 | \$1,750.00 |
| 40,000-59,999 | \$1,500.00 |
| 60,000-79,999 | \$1,250.00 |
| 80,000-99,999 | \$1,000.00 |
| 100,000+ | -0- |

*The average is calculated over all trunks. Usage includes

both Exclusive outbound and inbound Service.

**The penalty is applied on all trunks based on average

minutes of usage per trunk.

A trunk is an equivalent T-1 based on 24 DS-0's.

8. Invoice & Rates.

A. Due Date. Usage Charges are billed and payable following the period in which actual usage has been incurred. All Usage Charges contained in this Agreement are calculated according to the rates set forth in Exhibit A, attached hereto.

B. Monthly Commitment. Customer shall have a six (6) month period (the "Ramp-Up Period") beginning as of the Effective Date to purchase Services hereunder of at least \$25,000.00 per month ("the Monthly Commitment Level"). During the Ramp-Up Period, Customer shall use its best efforts to utilize at least \$25,000.00 per month in Services hereunder; however, Customer shall only be invoiced for actual Usage Charges, based upon the rates in Exhibit A. Commencing on the first day after six complete calendar months after the Effective Date and continuing for six months thereafter, Customer shall have a "take or pay" commitment in the amount of the Monthly Commitment Level. As used herein, a "take or pay" commitment means that Customer has the obligation to pay for Services hereunder (at the same time as payment is or would be due for Service for such month) in such amount for each month during such periods, whether or not such Service is actually used, excluding, without limitation, service charges, interest, installation costs, local loops and nonrecurring charges. Subject to the terms and conditions herein, Customer shall pay for Services hereunder at the rates reflected in Exhibit A.

9. Calculation of Call Duration. Supplier will calculate call duration for Call Detail Records ("CDR's") which will be sent to Customer by Supplier for Customer to rebill Customer's End-Users, based upon the then-current IXC On-line software specifications. Customer will be billed according to the rates in the attached exhibits based on call duration of each CDR. Call duration for outbound services will be from answer supervision of the called party to disconnect. Call duration for inbound service will be from trunk seizure of the Customer's platform to disconnect. CDR's, upon request by Customer will be sent by Supplier within five (5) business days from

the end of the month in which service is rendered. Customer shall choose to have the CDR's delivered either by electronic transmission or by CD ROM and shall pay for such delivery according to the schedule set forth in Exhibit A. CDR's shall be made available for up to one (1) year from the date of service. The information format of the CDR's is included in the User Guide and is subject to change from time to time at Supplier's sole discretion.

10. Customer Default. In the event of a "Customer Default", upon notice to Customer, Supplier may (in addition to such other rights or remedies as Supplier may have under this Agreement, at law or in equity), at its sole option do any or all of the following: (i) suspend Services to Customer until such time as such circumstance is corrected (provided Supplier shall not be prohibited from terminating this Agreement after suspending Services); (ii) cease accepting or processing orders for services; (iii) withhold delivery of CDR's; (iv) draw on any security deposit or other assurance of payment submitted under this Agreement; (v) terminate this Agreement without liability to Supplier, which termination may include immediate cancellation of the Services; (vi) directly contact the End-Users to inform them that their long distance service will no longer be provided through Customer, but may be continued through Supplier directly; (vii) bill and collect from such End-Users directly (or through its billing agents) for services provided by Supplier to them; (viii) treat such End-Users as Supplier customers for all purposes; (ix) require Customer to use its reasonable efforts to cause part or all of Customer's carrier identification codes and End-Users to be re-directed to the Supplier network; or (x) pursue such other remedy or relief as may be appropriate.

"Customer Default" shall mean Customer: (i) breaches any material provision of this Agreement, including, but not limited to, the provisions regarding payment, and does not cure such breach within thirty days (five days with respect to the first three payment breaches and no notice period with respect to any further payment breach) of notice thereof by Supplier; or (ii) files or initiates proceedings or has proceedings filed or initiated against it, relating to its liquidation, insolvency, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other official) under any bankruptcy, insolvency or other similar law or makes an assignment for the benefit of its creditors or enters into an agreement for the composition, extension or readjustment of its obligation in connection with the foregoing. If Customer uses the Services for any unlawful purpose or in any unlawful manner, Supplier shall have the right to suspend any or all services hereunder to Customer until the unlawful use ceases. Notwithstanding anything herein to the contrary, no termination shall affect or reduce Customer's obligation to make the "take or pay commitment" payments required herein.

11. Exclusivity Supplier shall be the preferred provider of all new telecommunications services to Customer beginning as of the Effective Date and continuing for

the remaining term of this Agreement, to the extent that: (i) Supplier can fulfill Customer's requirements for telecommunications and related services within three (3) months of Customer's written request to provide such services, and (ii) Supplier meets other competitive suppliers' bona fide written offers, as defined below.

Customer shall have the right to seek a more favorable bona fide written offer from a third party that has the financial and operational capability to provide equivalent services to Customer (the "Third Party Offer"). Prior to accepting any Third Party Offer, Customer shall give Supplier notice (the "Third Party Notice") of the material terms and conditions of the Third Party Offer and shall provide Supplier with an officer's certificate certifying a copy of the original such Third Party Offer and other verification thereof as reasonably requested by Supplier. Supplier shall, within 20 business days of such notice, have the option to make an offer which matches the material terms and conditions of such Third Party Offer (the "Matching Offer") and Customer shall accept the Matching Offer. Supplier shall, at its cost, have the right from time to time to cause its authorized personnel, including Supplier's auditors to review Customer's books and records in order to verify Customer's compliance with the terms of this paragraph.

Artemis/legal/msa/annox.xc

Exhibit A - Xclusive Switched Service Pricing

Customer: Annox, Inc.

Xclusive Interstate Pricing (1+Switched, 8XX Switched & XPIN)

| <u>Monthly Commitment</u> | <u>Switched</u> | <u>Dedicated</u> | |
|---------------------------------|-------------------------------------|------------------|----------------|
| | <u>Outbound, Inbound & Xpin</u> | <u>Outbound</u> | <u>Inbound</u> |
| Take or Pay Pricing/1 Year Term | | | |
| \$ 25,000 | \$0.0721 | \$0.0377 | \$0.0436 |

Xclusive Interstate Extended Areas Pricing (Day Rates 8 am to 5 pm Monday-Friday)*

Term: 1 Year

| | <u>1+ Calls to</u> | | <u>8XX Calls from</u> | |
|-------------|--------------------|-----------------|-----------------------|-----------------|
| | <u>Dedicated</u> | <u>Switched</u> | <u>Dedicated</u> | <u>Switched</u> |
| Hawaii | \$0.0860 | \$0.1150 | \$0.0910 | \$0.1200 |
| Alaska | 0.1170 | 0.1450 | 0.1420 | 0.1700 |
| USVI/PR | 0.1170 | 0.1450 | 0.1420 | 0.1700 |
| Guam | 0.2312 | 0.2626 | 0.2312 | 0.2626 |
| Northern | | | | |
| Mariana Is. | 0.6656 | 0.6867 | 0.6656 | 0.6867 |

Northern Mariana Is. include Rota, Saipain & Tinian.

**Subject to availability*

Xclusive Interstate Extended Areas Pricing (Non-Day Rates)*

Term: 1 Year

| | <u>1+ Calls to</u> | | <u>8XX Calls from</u> | |
|-------------|--------------------|-----------------|-----------------------|-----------------|
| | <u>Dedicated</u> | <u>Switched</u> | <u>Dedicated</u> | <u>Switched</u> |
| Hawaii | \$0.0774 | \$0.1035 | \$0.0819 | \$0.1080 |
| Alaska | 0.1053 | 0.1305 | 0.1278 | 0.1530 |
| USVI/PR | 0.1053 | 0.1305 | 0.1278 | 0.1530 |
| Guam | 0.2312 | 0.2626 | 0.2312 | 0.2626 |
| Northern | | | | |
| Mariana Is. | 0.6656 | 0.6867 | 0.6656 | 0.6867 |

Northern Mariana Is. include Rota, Saipain & Tinian.

**Subject to availability*

Xclusive Intrastate Pricing (I+ Switched, 8XX Switched & Xpin) Outbound & Inbound - Under \$1M

| State | Outbound & Inbound | | |
|-------------------------|--------------------|-----------|------------|
| | Switched | Dedicated | Card Calls |
| ALABAMA | \$0.077 | \$0.053 | \$0.107 |
| ARIZONA | \$0.115 | \$0.074 | \$0.145 |
| ARKANSAS | \$0.103 | \$0.061 | \$0.133 |
| CALIFORNIA (Intrastate) | \$0.050 | \$0.040 | \$0.080 |
| CALIFORNIA (Intralata) | \$0.048 | \$0.035 | \$0.078 |
| COLORADO | \$0.130 | \$0.081 | \$0.160 |
| CONNECTICUT | \$0.083 | \$0.061 | \$0.113 |
| DELAWARE | \$0.062 | \$0.053 | \$0.092 |
| FLORIDA | \$0.109 | \$0.071 | \$0.139 |
| GEORGIA | \$0.083 | \$0.056 | \$0.113 |
| IDAHO | \$0.122 | \$0.083 | \$0.152 |
| ILLINOIS | \$0.066 | \$0.050 | \$0.096 |
| INDIANA | \$0.088 | \$0.059 | \$0.118 |
| IOWA | \$0.106 | \$0.063 | \$0.136 |
| KANSAS | \$0.122 | \$0.068 | \$0.152 |
| KENTUCKY | \$0.079 | \$0.055 | \$0.109 |
| LOUISIANA | \$0.084 | \$0.059 | \$0.114 |
| MAINE | \$0.317 | \$0.117 | \$0.347 |
| MARYLAND | \$0.069 | \$0.050 | \$0.099 |
| MASSACHUSETTS | \$0.075 | \$0.056 | \$0.105 |
| MICHIGAN | \$0.090 | \$0.059 | \$0.120 |
| MINNESOTA | \$0.096 | \$0.070 | \$0.126 |
| MISSISSIPPI | \$0.098 | \$0.073 | \$0.128 |
| MISSOURI | \$0.111 | \$0.073 | \$0.141 |
| MONTANA | \$0.115 | \$0.069 | \$0.145 |
| NEBRASKA | \$0.140 | \$0.081 | \$0.170 |
| NEVADA | \$0.073 | \$0.053 | \$0.103 |
| NEW HAMPSHIRE | \$0.105 | \$0.060 | \$0.135 |
| NEW JERSEY | \$0.066 | \$0.059 | \$0.096 |
| NEW MEXICO | \$0.136 | \$0.077 | \$0.166 |
| NEW YORK | \$0.095 | \$0.072 | \$0.125 |
| NORTH CAROLINA | \$0.111 | \$0.071 | \$0.141 |
| NORTH DAKOTA | \$0.134 | \$0.072 | \$0.164 |
| OHIO | \$0.090 | \$0.063 | \$0.120 |
| OKLAHOMA | \$0.098 | \$0.069 | \$0.128 |
| OREGON | \$0.100 | \$0.067 | \$0.130 |
| PENNSYLVANIA | \$0.099 | \$0.064 | \$0.129 |
| RHODE ISLAND | \$0.071 | \$0.034 | \$0.101 |
| SOUTH CAROLINA | \$0.106 | \$0.078 | \$0.136 |
| SOUTH DAKOTA | \$0.102 | \$0.069 | \$0.132 |
| TENNESSEE | \$0.116 | \$0.077 | \$0.146 |
| TEXAS | \$0.123 | \$0.083 | \$0.153 |
| UTAH | \$0.096 | \$0.069 | \$0.126 |
| VERMONT | \$0.133 | \$0.078 | \$0.163 |
| VIRGINIA | \$0.098 | \$0.067 | \$0.128 |
| WASHINGTON | \$0.108 | \$0.068 | \$0.138 |
| WEST VIRGINIA | \$0.102 | \$0.060 | \$0.132 |
| WISCONSIN | \$0.098 | \$0.069 | \$0.128 |
| WYOMING | \$0.134 | \$0.082 | \$0.164 |

Xpin rates are same as switched access inbound 8XX rates.

Xclusive International - Base Rates

| Country | Code | Switched Access Rates | | | Dedicated Access Rates | | |
|---|-------|-----------------------|----------|----------|------------------------|----------|----------|
| | | Base* | 30 Sec. | 6 Sec. | Base* | 30 Sec. | 6 Sec. |
| Anguilla (Island of) | 93 | \$0.9881 | \$0.4941 | \$0.0988 | \$0.9453 | \$0.4727 | \$0.0945 |
| Albania (Republic of) | 355 | 0.4321 | 0.2161 | 0.0432 | 0.3892 | 0.1946 | 0.0389 |
| Algeria (People's Democratic Republic of) | 213 | 0.4347 | 0.2174 | 0.0435 | 0.3918 | 0.1959 | 0.0392 |
| American Samoa | 684 | 0.5817 | 0.2909 | 0.0582 | 0.5369 | 0.2693 | 0.0539 |
| Andorra (Principality of) | 376 | 0.3207 | 0.1604 | 0.0321 | 0.2779 | 0.1390 | 0.0278 |
| Angola (Republic of) | 244 | 0.5705 | 0.2853 | 0.0571 | 0.5277 | 0.2639 | 0.0528 |
| Anguilla | 1-264 | 0.5105 | 0.2553 | 0.0511 | 0.4676 | 0.2338 | 0.0468 |
| Antarctica - Casey | 672 | 0.3073 | 0.1537 | 0.0307 | 0.2645 | 0.1323 | 0.0265 |
| Antarctica - Scott | 64240 | 0.3073 | 0.1537 | 0.0307 | 0.2645 | 0.1323 | 0.0265 |
| Antigua/Barbuda | 1-268 | 0.4882 | 0.2441 | 0.0488 | 0.4453 | 0.2227 | 0.0445 |
| Argentina Republic | 54 | 0.5339 | 0.2670 | 0.0534 | 0.4911 | 0.2456 | 0.0491 |
| Armenia (Republic of) | 374 | 0.7833 | 0.3917 | 0.0783 | 0.7404 | 0.3702 | 0.0740 |
| Aruba | 297 | 0.4182 | 0.2091 | 0.0418 | 0.3753 | 0.1877 | 0.0375 |
| Ascension | 247 | 0.8940 | 0.4470 | 0.0894 | 0.8512 | 0.4256 | 0.0851 |
| Australia | 61 | 0.1614 | 0.0807 | 0.0161 | 0.1186 | 0.0593 | 0.0119 |
| Australian External Territories | 672 | 0.9184 | 0.4592 | 0.0918 | 0.8755 | 0.4378 | 0.0876 |
| Austria | 43 | 0.2648 | 0.1324 | 0.0265 | 0.2220 | 0.1110 | 0.0222 |
| Azerbaijani Republic | 994 | 0.5560 | 0.2780 | 0.0556 | 0.5132 | 0.2566 | 0.0513 |
| Azores | 3519 | 0.6684 | 0.3342 | 0.0668 | 0.6255 | 0.3128 | 0.0626 |
| Bahamas | 1-242 | 0.2715 | 0.1358 | 0.0272 | 0.2287 | 0.1144 | 0.0229 |
| Bahrain (State of) | 973 | 0.8170 | 0.4085 | 0.0817 | 0.7742 | 0.3871 | 0.0774 |
| Bangladesh (People's Republic of) | 880 | 1.0103 | 0.5052 | 0.1010 | 0.9674 | 0.4837 | 0.0967 |
| Barbados (Republic of) | 1-246 | 0.5705 | 0.2853 | 0.0571 | 0.5277 | 0.2639 | 0.0528 |
| Belgium | 32 | 0.2157 | 0.1079 | 0.0216 | 0.1729 | 0.0865 | 0.0173 |
| Belize | 501 | 0.7968 | 0.3984 | 0.0797 | 0.7539 | 0.3770 | 0.0754 |
| Benin (Republic of) | 229 | 0.6321 | 0.3161 | 0.0632 | 0.5892 | 0.2946 | 0.0589 |
| Bermuda | 1-441 | 0.2627 | 0.1314 | 0.0263 | 0.2199 | 0.1100 | 0.0220 |
| Bhutan (Kingdom of) | 975 | 0.8347 | 0.4174 | 0.0835 | 0.7918 | 0.3959 | 0.0792 |
| Bolivia (Republic of) | 591 | 0.6994 | 0.3497 | 0.0699 | 0.6565 | 0.3283 | 0.0657 |
| Bosnia and Herzegovina (Republic of) | 387 | 0.4305 | 0.2153 | 0.0431 | 0.3877 | 0.1939 | 0.0388 |
| Botswana (Republic of) | 267 | 0.5170 | 0.2585 | 0.0517 | 0.4741 | 0.2371 | 0.0474 |
| Brazil (Federative Republic of) | 55 | 0.5089 | 0.2545 | 0.0509 | 0.4661 | 0.2331 | 0.0466 |
| British Virgin Islands | 1-284 | 0.3729 | 0.1865 | 0.0373 | 0.3301 | 0.1651 | 0.0330 |
| Brunei Darussalam | 673 | 0.5148 | 0.2574 | 0.0515 | 0.4720 | 0.2360 | 0.0472 |
| Bulgaria (Republic of) | 359 | 0.4024 | 0.2012 | 0.0402 | 0.3596 | 0.1798 | 0.0360 |
| Burkina Faso | 226 | 0.7085 | 0.3543 | 0.0709 | 0.6657 | 0.3329 | 0.0666 |
| Burundi (Republic of) | 257 | 0.7008 | 0.3504 | 0.0701 | 0.6580 | 0.3290 | 0.0658 |
| Cambodia (Kingdom of) | 855 | 0.9214 | 0.4607 | 0.0921 | 0.8786 | 0.4393 | 0.0879 |
| Cameroon (Republic of) | 237 | 0.8888 | 0.4444 | 0.0889 | 0.8460 | 0.4230 | 0.0846 |
| Cape Verde (Republic of) | 238 | 0.6240 | 0.3120 | 0.0624 | 0.5811 | 0.2906 | 0.0581 |
| Cayman Islands | 1-345 | 0.4572 | 0.2286 | 0.0457 | 0.4143 | 0.2072 | 0.0414 |
| Central African Republic | 236 | 0.9476 | 0.4738 | 0.0948 | 0.9048 | 0.4524 | 0.0905 |
| Chad (Republic of) | 235 | 1.2086 | 0.6043 | 0.1209 | 1.1658 | 0.5829 | 0.1166 |
| Chile | 56 | 0.3070 | 0.1535 | 0.0307 | 0.2642 | 0.1321 | 0.0264 |
| China (People's Republic of) | 86 | 0.7003 | 0.3502 | 0.0700 | 0.6575 | 0.3288 | 0.0658 |
| Croatia (Republic of) | 57 | 0.4910 | 0.2455 | 0.0491 | 0.4482 | 0.2241 | 0.0448 |
| Comoros (Islamic Federal Republic of the) | 269 | 0.9853 | 0.4927 | 0.0985 | 0.9425 | 0.4713 | 0.0943 |
| Congo (Republic of the) | 242 | 0.8966 | 0.4483 | 0.0897 | 0.8538 | 0.4269 | 0.0854 |

| Country | Code | Base* | 30 Sec. | 6 Sec. | Base* | 30 Sec. | 6 Sec. |
|---|-------|--------|---------|--------|--------|---------|--------|
| Cook Islands | 682 | 1.1875 | 0.5938 | 0.1188 | 1.1447 | 0.5724 | 0.1145 |
| Croatia | 506 | 0.4799 | 0.2400 | 0.0480 | 0.4371 | 0.2186 | 0.0437 |
| Croatia (Republic of) | 225 | 1.0799 | 0.5400 | 0.1080 | 1.0371 | 0.5186 | 0.1037 |
| Croatia (Republic of) | 385 | 0.4060 | 0.2030 | 0.0406 | 0.3632 | 0.1816 | 0.0363 |
| Cuba | 53 | 0.7085 | 0.3543 | 0.0709 | 0.6657 | 0.3329 | 0.0666 |
| Cyprus (Republic of) | 357 | 0.3622 | 0.1811 | 0.0362 | 0.3193 | 0.1597 | 0.0319 |
| Czech Republic | 42 | 0.3236 | 0.1618 | 0.0324 | 0.2808 | 0.1404 | 0.0281 |
| Denmark | 45 | 0.1802 | 0.0901 | 0.0180 | 0.1374 | 0.0687 | 0.0137 |
| Diego Garcia | 246 | 0.7766 | 0.3883 | 0.0777 | 0.7338 | 0.3669 | 0.0734 |
| Djibouti (Republic of) | 253 | 0.8679 | 0.4340 | 0.0868 | 0.8251 | 0.4126 | 0.0825 |
| Dominica | 1-787 | 0.4271 | 0.2136 | 0.0427 | 0.3842 | 0.1921 | 0.0384 |
| Dominican Rep. | 1-767 | 0.3014 | 0.1507 | 0.0301 | 0.2585 | 0.1293 | 0.0259 |
| Ecuador | 593 | 0.5415 | 0.2708 | 0.0542 | 0.4986 | 0.2493 | 0.0499 |
| Egypt (Arab Republic of) | 20 | 0.8033 | 0.4017 | 0.0803 | 0.7605 | 0.3803 | 0.0761 |
| El Salvador (Republic of) | 503 | 0.4838 | 0.2419 | 0.0484 | 0.4410 | 0.2205 | 0.0441 |
| Equatorial Guinea (Republic of) | 240 | 1.1032 | 0.5516 | 0.1103 | 1.0604 | 0.5302 | 0.1060 |
| Eritrea | 291 | 1.0657 | 0.5329 | 0.1066 | 1.0228 | 0.5114 | 0.1023 |
| Estonia (Republic of) | 372 | 0.3257 | 0.1629 | 0.0326 | 0.2829 | 0.1415 | 0.0283 |
| Ethiopia (Federal Democratic Republic of) | 251 | 1.0773 | 0.5387 | 0.1077 | 1.0345 | 0.5173 | 0.1035 |
| Falkland Islands (Malvinas) | 500 | 0.8460 | 0.4230 | 0.0846 | 0.8032 | 0.4016 | 0.0803 |
| Faroe Islands (Denmark) | 298 | 0.3290 | 0.1645 | 0.0329 | 0.2862 | 0.1431 | 0.0286 |
| Fiji (Republic of) | 679 | 0.9043 | 0.4522 | 0.0904 | 0.8614 | 0.4307 | 0.0861 |
| Finland | 358 | 0.1927 | 0.0964 | 0.0193 | 0.1498 | 0.0749 | 0.0150 |
| France | 33 | 0.1900 | 0.0950 | 0.0190 | 0.1472 | 0.0736 | 0.0147 |
| French Antilles | 596 | 0.4910 | 0.2455 | 0.0491 | 0.4482 | 0.2241 | 0.0448 |
| French Polynesia (Territoire française d'outre-mer) | 689 | 0.7290 | 0.3645 | 0.0729 | 0.6862 | 0.3431 | 0.0686 |
| Gabon (Republic of) | 241 | 0.9083 | 0.4542 | 0.0908 | 0.8655 | 0.4328 | 0.0866 |
| Gambia (Republic of the) | 220 | 0.6299 | 0.3150 | 0.0630 | 0.5871 | 0.2936 | 0.0587 |
| Georgia | 995 | 0.7483 | 0.3742 | 0.0748 | 0.7054 | 0.3527 | 0.0705 |
| Germany (Federal Republic of) | 49 | 0.1672 | 0.0836 | 0.0167 | 0.1243 | 0.0622 | 0.0124 |
| Ghana | 233 | 0.6403 | 0.3202 | 0.0640 | 0.5974 | 0.2987 | 0.0597 |
| Gibraltar | 350 | 0.4117 | 0.2059 | 0.0412 | 0.3688 | 0.1844 | 0.0369 |
| Greece | 30 | 0.3856 | 0.1928 | 0.0386 | 0.3428 | 0.1714 | 0.0343 |
| Greenland (Denmark) | 299 | 0.4792 | 0.2396 | 0.0479 | 0.4364 | 0.2182 | 0.0436 |
| Grenada | 1-473 | 0.6425 | 0.3213 | 0.0643 | 0.5997 | 0.2999 | 0.0600 |
| Guadeloupe (French Department of) | 590 | 0.4898 | 0.2449 | 0.0490 | 0.4470 | 0.2235 | 0.0447 |
| Guantanamo Bay | 539 | 0.5947 | 0.2974 | 0.0595 | 0.5518 | 0.2759 | 0.0552 |
| Guatemala (Republic of) | 502 | 0.4251 | 0.2126 | 0.0425 | 0.3823 | 0.1912 | 0.0382 |
| Guiana (French Department of) | 594 | 0.4929 | 0.2465 | 0.0493 | 0.4501 | 0.2251 | 0.0450 |
| Guinea (Republic of) | 224 | 1.1040 | 0.5520 | 0.1104 | 1.0612 | 0.5306 | 0.1061 |
| Guinea-Bissau (Republic of) | 245 | 0.6625 | 0.3313 | 0.0663 | 0.6197 | 0.3099 | 0.0620 |
| Guyana | 592 | 0.7688 | 0.3844 | 0.0769 | 0.7260 | 0.3630 | 0.0726 |
| Haiti (Republic of) | 509 | 0.6749 | 0.3375 | 0.0675 | 0.6321 | 0.3161 | 0.0632 |
| Honduras (Republic of) | 504 | 0.5225 | 0.2613 | 0.0523 | 0.4796 | 0.2398 | 0.0480 |
| Hong Kong | 852 | 0.2800 | 0.1400 | 0.0280 | 0.2372 | 0.1186 | 0.0237 |
| Hungary (Republic of) | 36 | 0.2807 | 0.1404 | 0.0281 | 0.2378 | 0.1189 | 0.0238 |
| Iceland | 354 | 0.2989 | 0.1495 | 0.0299 | 0.2561 | 0.1281 | 0.0256 |
| India (Republic of) | 91 | 0.8420 | 0.4210 | 0.0842 | 0.7991 | 0.3996 | 0.0799 |
| Indonesia (Republic of) | 62 | 0.6807 | 0.3404 | 0.0681 | 0.6379 | 0.3190 | 0.0638 |
| India (Atlantic Ocean-East) | 871 | 6.1348 | 3.0674 | 0.6135 | 6.0920 | 3.0460 | 0.6092 |
| India (Atlantic Ocean-West) | 874 | 6.1348 | 3.0674 | 0.6135 | 6.0920 | 3.0460 | 0.6092 |
| India (Indian Ocean) | 873 | 6.1348 | 3.0674 | 0.6135 | 6.0920 | 3.0460 | 0.6092 |

| Country | Code | Base* | 30 Sec. | 6 Sec. | Base* | 30 Sec. | 6 Sec. |
|--|-------|--------|---------|--------|--------|---------|--------|
| Inmarsat (Pacific Ocean) | 872 | 6.1348 | 3.0674 | 0.6135 | 6.0920 | 3.0460 | 0.6092 |
| Islamic Republic of | 98 | 0.9116 | 0.4558 | 0.0912 | 0.8688 | 0.4344 | 0.0869 |
| Republic of | 964 | 1.0316 | 0.5158 | 0.1032 | 0.9888 | 0.4944 | 0.0989 |
| Ireland | 353 | 0.1903 | 0.0952 | 0.0190 | 0.1475 | 0.0738 | 0.0148 |
| Israel (State of) | 972 | 0.2774 | 0.1387 | 0.0277 | 0.2346 | 0.1173 | 0.0235 |
| Italy | 39 | 0.2475 | 0.1238 | 0.0248 | 0.2047 | 0.1024 | 0.0205 |
| Jamaica | 1-876 | 0.6548 | 0.3274 | 0.0655 | 0.6170 | 0.3060 | 0.0612 |
| Japan | 81 | 0.2950 | 0.1475 | 0.0295 | 0.2522 | 0.1261 | 0.0252 |
| Jordan (Hashemite Kingdom of) | 962 | 0.8294 | 0.4147 | 0.0829 | 0.7866 | 0.3933 | 0.0787 |
| Kazakhstan (Republic of) | 992 | 0.7011 | 0.3506 | 0.0701 | 0.6583 | 0.3292 | 0.0658 |
| Kenya (Republic of) | 254 | 0.8414 | 0.4207 | 0.0841 | 0.7986 | 0.3993 | 0.0799 |
| Kiribati (Republic of) | 686 | 0.9233 | 0.4617 | 0.0923 | 0.8805 | 0.4403 | 0.0881 |
| Korea (Republic of) | 82 | 0.4049 | 0.2025 | 0.0405 | 0.3621 | 0.1811 | 0.0362 |
| Korea North | 850 | 0.6760 | 0.3380 | 0.0676 | 0.6332 | 0.3166 | 0.0633 |
| Kuwait (State of) | 965 | 0.8995 | 0.4498 | 0.0900 | 0.8566 | 0.4283 | 0.0857 |
| Kyrgyz Republic | 996 | 0.6684 | 0.3342 | 0.0668 | 0.6255 | 0.3128 | 0.0626 |
| Lao People's Democratic Republic | 856 | 0.9431 | 0.4716 | 0.0943 | 0.9003 | 0.4502 | 0.0900 |
| Latvia (Republic of) | 371 | 0.4029 | 0.2015 | 0.0403 | 0.3601 | 0.1801 | 0.0360 |
| Lebanon | 961 | 0.8314 | 0.4157 | 0.0831 | 0.7886 | 0.3943 | 0.0789 |
| Lesotho (Kingdom of) | 266 | 0.5757 | 0.2879 | 0.0576 | 0.5328 | 0.2664 | 0.0533 |
| Liberia (Republic of) | 231 | 0.5363 | 0.2682 | 0.0536 | 0.4935 | 0.2468 | 0.0494 |
| Libya (Socialist People's Libyan Arab Jamahiriya) | 218 | 0.4316 | 0.2158 | 0.0432 | 0.3888 | 0.1944 | 0.0389 |
| Liechtenstein (Principality of) | 41 | 0.2324 | 0.1162 | 0.0232 | 0.1896 | 0.0948 | 0.0190 |
| Lithuania (Republic of) | 370 | 0.4779 | 0.2390 | 0.0478 | 0.4351 | 0.2176 | 0.0435 |
| Luxembourg | 352 | 0.2179 | 0.1090 | 0.0218 | 0.1750 | 0.0875 | 0.0175 |
| M | 853 | 0.5027 | 0.2514 | 0.0503 | 0.4599 | 0.2300 | 0.0460 |
| icar (Republic of) | 261 | 0.8386 | 0.4193 | 0.0839 | 0.7958 | 0.3979 | 0.0796 |
| Madeira Islands | 35191 | 0.4558 | 0.2279 | 0.0456 | 0.4130 | 0.2065 | 0.0413 |
| Malawi | 265 | 0.5371 | 0.2686 | 0.0537 | 0.4942 | 0.2471 | 0.0494 |
| Malaysia | 60 | 0.3320 | 0.1660 | 0.0332 | 0.2891 | 0.1446 | 0.0289 |
| Maldives (Republic of) | 960 | 0.7319 | 0.3660 | 0.0732 | 0.6890 | 0.3445 | 0.0689 |
| Mali (Republic of) | 223 | 0.9698 | 0.4849 | 0.0970 | 0.9270 | 0.4635 | 0.0927 |
| Malta | 356 | 0.3195 | 0.1598 | 0.0320 | 0.2766 | 0.1383 | 0.0277 |
| Marshall Islands (Republic of the) | 692 | 0.4963 | 0.2482 | 0.0496 | 0.4535 | 0.2268 | 0.0454 |
| Martinique (French Department of) | 596 | 0.5225 | 0.2613 | 0.0523 | 0.4796 | 0.2398 | 0.0480 |
| Mauritania (Islamic Republic of) | 222 | 0.6741 | 0.3371 | 0.0674 | 0.6313 | 0.3157 | 0.0631 |
| Mauritius (Republic of) | 230 | 0.7192 | 0.3596 | 0.0719 | 0.6763 | 0.3382 | 0.0676 |
| Mayotte (Collectivité territoriale de la République française) | 269 | 0.6853 | 0.3427 | 0.0685 | 0.6425 | 0.3213 | 0.0643 |
| Micronesia (Federated States of) | 691 | 0.8288 | 0.4144 | 0.0829 | 0.7860 | 0.3930 | 0.0786 |
| Moldova (Republic of) | 373 | 0.5803 | 0.2902 | 0.0580 | 0.5375 | 0.2688 | 0.0538 |
| Monaco (Principality of) | 377 | 0.2369 | 0.1185 | 0.0237 | 0.1940 | 0.0970 | 0.0194 |
| Mongolia | 976 | 0.9928 | 0.4964 | 0.0993 | 0.9500 | 0.4750 | 0.0950 |
| Montserrat | 1-809 | 0.6465 | 0.3233 | 0.0647 | 0.6036 | 0.3018 | 0.0604 |
| Morocco (Kingdom of) | 212 | 0.4966 | 0.2483 | 0.0497 | 0.4537 | 0.2269 | 0.0454 |
| Mozambique (Republic of) | 258 | 0.6612 | 0.3306 | 0.0661 | 0.6184 | 0.3092 | 0.0618 |
| Mustique | 1-809 | 0.8080 | 0.4040 | 0.0808 | 0.7651 | 0.3826 | 0.0765 |
| Myanmar (Union of) | 95 | 1.1902 | 0.5951 | 0.1190 | 1.1473 | 0.5737 | 0.1147 |
| Namibia (Republic of) | 264 | 0.5407 | 0.2704 | 0.0541 | 0.4978 | 0.2489 | 0.0498 |
| Nar "epublic of) | 674 | 0.8953 | 0.4477 | 0.0895 | 0.8525 | 0.4263 | 0.0853 |
| N | 977 | 0.9227 | 0.4614 | 0.0923 | 0.8799 | 0.4400 | 0.0880 |
| Netherlands (Kingdom of the) | 31 | 0.1734 | 0.0867 | 0.0173 | 0.1305 | 0.0653 | 0.0131 |
| Netherlands Antilles | 599 | 0.3638 | 0.1819 | 0.0364 | 0.3210 | 0.1605 | 0.0321 |

| Country | Code | Base* | 30 Sec. | 6 Sec. | Base* | 30 Sec. | 6 Sec. |
|--|-------|--------|---------|--------|--------|---------|--------|
| Norfolk Island (Territoire française d'outre-mer) | 1809 | 0.5301 | 0.2651 | 0.0530 | 0.4873 | 0.2437 | 0.0487 |
| New Zealand | 687 | 0.7505 | 0.3753 | 0.0751 | 0.7077 | 0.3539 | 0.0708 |
| Nicaragua | 64 | 0.1844 | 0.0922 | 0.0184 | 0.1416 | 0.0708 | 0.0142 |
| Niger (Republic of the) | 505 | 0.5553 | 0.2777 | 0.0555 | 0.5124 | 0.2562 | 0.0512 |
| Nigeria (Federal Republic of) | 227 | 0.8942 | 0.4471 | 0.0894 | 0.8514 | 0.4257 | 0.0851 |
| Niue | 234 | 0.7448 | 0.3724 | 0.0745 | 0.7020 | 0.3510 | 0.0702 |
| Norway | 683 | 1.1040 | 0.5520 | 0.1104 | 1.0612 | 0.5306 | 0.1061 |
| Oman (Sultanate of) | 47 | 0.1538 | 0.0769 | 0.0154 | 0.1110 | 0.0555 | 0.0111 |
| Pakistan (Islamic Republic of) | 968 | 0.9736 | 0.4868 | 0.0974 | 0.9308 | 0.4654 | 0.0931 |
| Palau (Republic of) | 92 | 1.0049 | 0.5025 | 0.1005 | 0.9621 | 0.4811 | 0.0962 |
| Panama (Republic of) | 680 | 0.9462 | 0.4731 | 0.0946 | 0.9034 | 0.4517 | 0.0903 |
| Papua New Guinea | 507 | 0.6219 | 0.3110 | 0.0622 | 0.5790 | 0.2895 | 0.0579 |
| Paraguay (Republic of) | 675 | 0.5173 | 0.2587 | 0.0517 | 0.4745 | 0.2373 | 0.0475 |
| Peru | 595 | 0.6634 | 0.3317 | 0.0663 | 0.6205 | 0.3103 | 0.0621 |
| Philippines (Republic of the) | 51 | 0.6488 | 0.3244 | 0.0649 | 0.6060 | 0.3030 | 0.0606 |
| Poland (Republic of) | 63 | 0.5099 | 0.2550 | 0.0510 | 0.4671 | 0.2336 | 0.0467 |
| Portugal | 48 | 0.3533 | 0.1767 | 0.0353 | 0.3105 | 0.1553 | 0.0311 |
| Qatar (State of) | 351 | 0.3592 | 0.1796 | 0.0359 | 0.3164 | 0.1582 | 0.0316 |
| Reunion (French Department of) | 974 | 0.9140 | 0.4570 | 0.0914 | 0.8711 | 0.4356 | 0.0871 |
| Romania | 262 | 0.6987 | 0.3494 | 0.0699 | 0.6559 | 0.3280 | 0.0656 |
| Russia | 40 | 0.4655 | 0.2328 | 0.0466 | 0.4227 | 0.2114 | 0.0423 |
| Rwandese Republic | 7 | 0.4803 | 0.2402 | 0.0480 | 0.4374 | 0.2187 | 0.0437 |
| Saint Helena | 250 | 0.9430 | 0.4715 | 0.0943 | 0.9002 | 0.4501 | 0.0900 |
| Saint Kitts and Nevis | 290 | 0.7045 | 0.3523 | 0.0705 | 0.6616 | 0.3308 | 0.0662 |
| Saint Lucia | 1-869 | 0.5306 | 0.2653 | 0.0531 | 0.4878 | 0.2439 | 0.0488 |
| Saint Pierre and Miquelon collectivité territoriale de la République française | 1-758 | 0.6109 | 0.3055 | 0.0611 | 0.5680 | 0.2840 | 0.0568 |
| Saint Vincent and Grenadines | 508 | 0.3765 | 0.1883 | 0.0377 | 0.3337 | 0.1669 | 0.0334 |
| San Marino (Republic of) | 1-809 | 0.6433 | 0.3217 | 0.0643 | 0.6004 | 0.3002 | 0.0600 |
| Sao Tome and Principe (Democratic Republic of) | 378 | 0.4742 | 0.2371 | 0.0474 | 0.4313 | 0.2157 | 0.0431 |
| Saudi Arabia (Kingdom of) | 239 | 1.0198 | 0.5099 | 0.1020 | 0.9770 | 0.4885 | 0.0977 |
| Senegal (Republic of) | 966 | 0.8549 | 0.4275 | 0.0855 | 0.8121 | 0.4061 | 0.0812 |
| Seychelles (Republic of) | 221 | 1.0787 | 0.5394 | 0.1079 | 1.0359 | 0.5180 | 0.1036 |
| Sierra Leone | 248 | 1.0546 | 0.5273 | 0.1055 | 1.0118 | 0.5059 | 0.1012 |
| Singapore (Republic of) | 232 | 0.8840 | 0.4420 | 0.0884 | 0.8412 | 0.4206 | 0.0841 |
| Slovak Republic | 65 | 0.3008 | 0.1504 | 0.0301 | 0.2580 | 0.1290 | 0.0258 |
| Slovenia (Republic of) | 42 | 0.3563 | 0.1782 | 0.0356 | 0.3135 | 0.1568 | 0.0314 |
| Solomon Islands | 386 | 0.2383 | 0.1192 | 0.0238 | 0.1954 | 0.0977 | 0.0195 |
| Somali Democratic Republic | 677 | 0.7445 | 0.3723 | 0.0745 | 0.7017 | 0.3509 | 0.0702 |
| South Africa (Republic of) | 252 | 0.9248 | 0.4624 | 0.0925 | 0.8820 | 0.4410 | 0.0882 |
| Spain | 27 | 0.4653 | 0.2327 | 0.0465 | 0.4225 | 0.2113 | 0.0423 |
| Sri Lanka (Democratic Socialist Republic of) | 34 | 0.3089 | 0.1545 | 0.0309 | 0.2660 | 0.1330 | 0.0266 |
| Sudan (Republic of the) | 94 | 0.9806 | 0.4903 | 0.0981 | 0.9377 | 0.4689 | 0.0938 |
| Suriname | 249 | 0.5674 | 0.2837 | 0.0567 | 0.5246 | 0.2623 | 0.0523 |
| Swaziland (Kingdom of) | 597 | 1.0924 | 0.5462 | 0.1092 | 1.0496 | 0.5248 | 0.1050 |
| Sweden | 268 | 0.4146 | 0.2073 | 0.0415 | 0.3717 | 0.1859 | 0.0372 |
| Switzerland (Confederation of) | 46 | 0.1378 | 0.0689 | 0.0138 | 0.0949 | 0.0475 | 0.0095 |
| Syrian Arab Republic | 41 | 0.2095 | 0.1048 | 0.0210 | 0.1667 | 0.0834 | 0.0167 |
| Taiwan | 963 | 0.7656 | 0.3828 | 0.0766 | 0.7227 | 0.3614 | 0.0723 |
| Tanzania (United Republic of) | 886 | 0.4338 | 0.2169 | 0.0434 | 0.3910 | 0.1955 | 0.0391 |
| Thailand | 255 | 0.7433 | 0.3717 | 0.0743 | 0.7005 | 0.3503 | 0.0701 |
| | 66 | 0.6794 | 0.3397 | 0.0679 | 0.6366 | 0.3183 | 0.0637 |

| Country | Code | Base* | 30 Sec. | 6 Sec. | Base* | 30 Sec. | 6 Sec. |
|--|-------|--------|---------|--------|--------|---------|--------|
| The Former Yugoslav Republic of Macedonia | 389 | 0.4006 | 0.2003 | 0.0401 | 0.3577 | 0.1789 | 0.0358 |
| Togo (Republic of) | 228 | 0.9878 | 0.4939 | 0.0988 | 0.9450 | 0.4725 | 0.0945 |
| Tonga (Kingdom of) | 690 | 1.2646 | 0.6323 | 0.1265 | 1.2217 | 0.6109 | 0.1222 |
| Trinidad/Tobago | 676 | 1.0394 | 0.5197 | 0.1039 | 0.9966 | 0.4983 | 0.0997 |
| Tunisia | 1-868 | 0.6932 | 0.3466 | 0.0693 | 0.6503 | 0.3252 | 0.0650 |
| Turkey | 216 | 0.4751 | 0.2376 | 0.0475 | 0.4323 | 0.2162 | 0.0432 |
| Turkmenistan | 90 | 0.4769 | 0.2385 | 0.0477 | 0.4340 | 0.2170 | 0.0434 |
| Turks/Caicos | 993 | 0.7455 | 0.3728 | 0.0746 | 0.7026 | 0.3513 | 0.0703 |
| Tuvalu | 1-649 | 0.5210 | 0.2605 | 0.0521 | 0.4782 | 0.2391 | 0.0478 |
| Uganda (Republic of) | 688 | 0.8308 | 0.4154 | 0.0831 | 0.7879 | 0.3940 | 0.0788 |
| Ukraine | 256 | 0.6879 | 0.3440 | 0.0688 | 0.6451 | 0.3226 | 0.0645 |
| United Arab Emirates | 380 | 0.4723 | 0.2362 | 0.0472 | 0.4295 | 0.2148 | 0.0430 |
| United Kingdom of Great Britain & Northern Ireland | 971 | 0.6273 | 0.3137 | 0.0627 | 0.5845 | 0.2923 | 0.0585 |
| Uruguay (Eastern Republic of) | 44 | 0.1090 | 0.0545 | 0.0109 | 0.0662 | 0.0331 | 0.0066 |
| Uzbekistan (Republic of) | 598 | 0.7645 | 0.3823 | 0.0765 | 0.7217 | 0.3609 | 0.0722 |
| Vanuatu (Republic of) | 998 | 0.6723 | 0.3362 | 0.0672 | 0.6295 | 0.3148 | 0.0630 |
| Vatican City State | 678 | 0.7414 | 0.3707 | 0.0741 | 0.6985 | 0.3493 | 0.0699 |
| Venezuela (Republic of) | 379 | 0.3286 | 0.1643 | 0.0329 | 0.2858 | 0.1429 | 0.0286 |
| Viet Nam (Socialist Republic of) | 58 | 0.4085 | 0.2043 | 0.0409 | 0.3657 | 0.1829 | 0.0366 |
| Wallis & Futuna (Territoire française d'outre-mer) | 84 | 1.0968 | 0.5484 | 0.1097 | 1.0540 | 0.5270 | 0.1054 |
| Western Samoa (Independent State of) | 681 | 0.3995 | 0.1998 | 0.0400 | 0.3567 | 0.1784 | 0.0357 |
| Yemen (Republic of) | 685 | 0.6776 | 0.3388 | 0.0678 | 0.6348 | 0.3174 | 0.0635 |
| Yugoslavia & Serbia (Federal Republic of) | 967 | 0.8197 | 0.4099 | 0.0820 | 0.7768 | 0.3884 | 0.0777 |
| Zaire (Republic of) | 381 | 0.4773 | 0.2387 | 0.0477 | 0.4345 | 0.2173 | 0.0435 |
| Zambia (Republic of) | 243 | 0.7054 | 0.3527 | 0.0705 | 0.6625 | 0.3313 | 0.0663 |
| Zimbabwe (Republic of) | 260 | 0.8399 | 0.4200 | 0.0840 | 0.7971 | 0.3986 | 0.0797 |
| Zambia (Republic of) | 263 | 0.4913 | 0.2457 | 0.0491 | 0.4484 | 0.2242 | 0.0448 |

*"Base" are approximate effective rates based on discounting from the Base Rates which are calculated on the first 30 seconds followed by 6 second increments.

1. Dedicated Access Rates are for Xnet international and Xclusive dedicated access services.
2. Australian External Territories include: Norfolk Is., Christmas Is. and Cocos Is.
3. All international calls excluding calls to Mexico are billed as: 30 second initial period, 6 second additional periods.
4. All calls to Mexico are billed in full minute increments.
5. 7 Day Notice for International Rates Change Applies

Terms and Conditions:

International charges will be calculated using the Base International Rates. All CDR's, both daily and at the month end, will be rated at the International Base Rates.

The International billing structure allows discounting, based on combined switched services, from the International "Base" charges at 2% for \$250K, 4% for \$500K, 6% for \$750K, and 8% for \$1M. The discount applies only to the International charges and determines the effective International Rates.

"Effective" International Rates after the discounts are applied to the calculated International "Base" charges.

International discounts are based on Xclusive and XNET services separately. Xclusive and XNET usage charges will not be combined to determine overall volume levels. Volume levels for discounting are set at the master account level only rather than the sub-account level.

Xclusive International - Mexico Rates (calls to Mexico)

| Switched Access | | | | | | Dedicated Access | | | | |
|-----------------|----------|-----------------------|--------------------|--------------------|----------|------------------|-----------------------|--------------------|--------------------|----------|
| Band | Base | Monthly Billing Level | | | | Base | Monthly Billing Level | | | |
| | | \$250K- 499,999 | \$500K- 749,999 | \$750K- 999,999 | \$1M + | | \$250K- 499,999 | \$500K- 749,999 | \$750K- 999,999 | \$1M + |
| 1 | \$0.2150 | \$0.2107 | \$0.2064 | \$0.2021 | \$0.1978 | \$0.1731 | \$0.1696 | \$0.1662 | \$0.1627 | \$0.1593 |
| 2 | \$0.2436 | \$0.2387 | \$0.2338 | \$0.2290 | \$0.2241 | \$0.2017 | \$0.1977 | \$0.1937 | \$0.1896 | \$0.1856 |
| 3 | \$0.2988 | \$0.2928 | \$0.2868 | \$0.2808 | \$0.2749 | \$0.2569 | \$0.2517 | \$0.2466 | \$0.2415 | \$0.2363 |
| 4 | \$0.3364 | \$0.3297 | \$0.3229 | \$0.3162 | \$0.3095 | \$0.2945 | \$0.2886 | \$0.2827 | \$0.2768 | \$0.2710 |
| 5 | \$0.3445 | \$0.3376 | \$0.3307 | \$0.3238 | \$0.3169 | \$0.3026 | \$0.2965 | \$0.2905 | \$0.2844 | \$0.2784 |
| 6 | \$0.3441 | \$0.3372 | \$0.3304 | \$0.3235 | \$0.3166 | \$0.3023 | \$0.2962 | \$0.2902 | \$0.2841 | \$0.2781 |
| 7 | \$0.3440 | \$0.3371 | \$0.3302 | \$0.3233 | \$0.3164 | \$0.3021 | \$0.2961 | \$0.2900 | \$0.2840 | \$0.2779 |
| 8 | \$0.3436 | \$0.3368 | \$0.3299 | \$0.3230 | \$0.3161 | \$0.3018 | \$0.2957 | \$0.2897 | \$0.2837 | \$0.2776 |

Calls to Mexico are billed in whole minute increments.

Xclusive International - Canada Rates (calls to Canada)

| Switched Access | | | | | | Dedicated Access | | | | |
|--------------------|----------|-----------------------|--------------------|--------------------|----------|------------------|-----------------------|--------------------|--------------------|----------|
| Peak & Off-Peak | Base | Monthly Billing Level | | | | Base | Monthly Billing Level | | | |
| | | \$250K- 499,999 | \$500K- 749,999 | \$750K- 999,999 | \$1M + | | \$250K- 499,999 | \$500K- 749,999 | \$750K- 999,999 | \$1M + |
| Full Minute | \$0.1277 | \$0.1251 | \$0.1226 | \$0.1200 | \$0.1175 | \$0.0858 | \$0.0841 | \$0.0824 | \$0.0807 | \$0.0790 |
| Initial 30 Seconds | \$0.0638 | \$0.0626 | \$0.0613 | \$0.0600 | \$0.0587 | \$0.0429 | \$0.0421 | \$0.0412 | \$0.0403 | \$0.0395 |
| Add'l 6 Seconds | \$0.0128 | \$0.0125 | \$0.0123 | \$0.0120 | \$0.0117 | \$0.0086 | \$0.0084 | \$0.0082 | \$0.0081 | \$0.0079 |

*Xclusive International - 8XX Calls from Canada to US 48 States**

| | Peak | | Off-Peak | |
|---------------------|-----------------------|--------------------|-----------------------|--------------------|
| | Initial 30 Seconds | Add'l 6 Seconds | Initial 30 Seconds | Add'l 6 Seconds |
| To Switched Access | \$0.1628 | \$0.0326 | \$0.1415 | \$0.0283 |
| To Dedicated Access | 0.1515 | 0.0303 | 0.1260 | 0.0252 |

*Canadian Peak Period is 8 am to 5 pm Monday through Friday.
Off-Peak is all other times.*

**XPIN calls from Canada are rated at the same prices as switched access inbound 8XX calls from Canada.*

Xclusive Card Services: Calling & Debit Cards - Under \$1M

| Interstate Calls | Day | Non-Day |
|------------------|----------|----------|
| Base Rates | \$0.1550 | \$0.1475 |
| w/3 Year Term | 0.1504 | 0.1431 |

**for interstate card rates, see intrastate rate schedules*

| | Day | Non-Day |
|-----------------------------|----------|----------|
| Calls Originating in Canada | \$0.3860 | \$0.3710 |

Day = 8:00 a.m. to 5:00 p.m. Monday through Friday

Applies only to Calling Card Service. Day = 8:00 a.m. to 5:00 p.m. Monday through Friday.

Surcharges - per call:

| | |
|-----------------------------------|----------------------|
| Domestic Termination | \$0.0000 per message |
| Canada Termination or Origination | 0.2500 per message |
| Mexico Termination | 0.5000 per message |
| Other International Termination | 0.5000 per message |

International Usage Charges, as contracted at the switched access international rates, apply to international calls in addition to the surcharges shown above.

On-Demand Feature Charges (1):

| | |
|-------------------------|--------------------|
| Audio Text | 0.2000 per Minute |
| Message Store & Forward | 0.7000 per Message |
| Operator Assistance | |
| Station to Station | 0.5000 per Message |
| Person to Person | Not available |

Conference Calling (Charges applied to each participant)

| | |
|---------------------|-------------------------|
| Set-up Charge | \$1.0000 |
| Day Rate/Minute | 0.2000 |
| Non-Day Rate/Minute | 0.1500 |
| Int'l Rate/Minute | Per Int'l Switched Rate |

There are no charges for Speed Dialing or Variable Credit Limits.

(1) On Demand features apply to calling card calls, not debit card calls.

IXC Xclusive Billing Increments:

| | | | Outbound (1+) | | Inbound (8xx) | |
|----------------|----|----------------|---------------|-------------|---------------|-------------|
| | | | Initial | Incremental | Initial | Incremental |
| Domestic 48 | to | Domestic 48 | 6 | 6 | 6 | 6 |
| Domestic 48 | to | Extended Areas | 6 | 6 | 6 | 6 |
| Domestic 48 | to | International | 30 | 6 | NA | NA |
| Domestic 48 | to | Canada | 30 | 6 | NA | NA |
| Domestic 48 | to | Mexico | 60 | 60 | NA | NA |
| Extended Areas | to | Domestic 48 | 6 | 6 | 6 | 6 |
| Extended Areas | to | Extended Areas | 6 | 6 | 6 | 6 |
| Extended Areas | to | International | 30 | 6 | NA | NA |
| Extended Areas | to | Canada | 30 | 6 | NA | NA |
| Extended Areas | to | Mexico | 60 | 60 | NA | NA |
| International | to | Domestic 48 | NA | NA | NA | NA |
| International | to | Extended Areas | NA | NA | NA | NA |
| International | to | International | NA | NA | NA | NA |
| International | to | Canada | NA | NA | NA | NA |
| International | to | Mexico | NA | NA | NA | NA |
| Canada | to | Domestic 48 | NA | NA | 30 | 6 |
| Canada | to | Extended Areas | NA | NA | 30 | 6 |
| Canada | to | International | NA | NA | NA | NA |
| Canada | to | Canada | NA | NA | NA | NA |
| Canada | to | Mexico | NA | NA | NA | NA |
| Mexico | to | Domestic 48 | NA | NA | 60 | 60 |
| Mexico | to | Extended Areas | NA | NA | 60 | 60 |
| Mexico | to | International | NA | NA | 60 | 60 |
| Mexico | to | Canada | NA | NA | 60 | 60 |
| Mexico | to | Mexico | NA | NA | NA | NA |

Notes:

1. International includes all international terminating locations except Canada and Mexico
2. Extended areas include Alaska, Hawaii, Puerto Rico, USVI, Guam & Northern Mariana Islands.
3. XPIN is included in Xclusive 8XX service definitions.
4. All service locations are subject to network availability
5. All periods defined are in seconds.

IXC Xclusive Debit & Calling Card Billing Increments:

| | | <u>Initial</u> | <u>Incremental</u> |
|----------------|-------------------|----------------|--------------------|
| Domestic 48 | to Domestic 48 | 18 | 6 |
| Domestic 48 | to Extended Areas | 18 | 6 |
| Domestic 48 | to International | 30 | 30 |
| Domestic 48 | to Canada | 30 | 6 |
| Domestic 48 | to Mexico | 60 | 60 |
| Extended Areas | to Domestic 48 | 18 | 6 |
| Extended Areas | to Extended Areas | 18 | 6 |
| Extended Areas | to International | 30 | 30 |
| Extended Areas | to Canada | 30 | 6 |
| Extended Areas | to Mexico | 60 | 60 |
| International | to Domestic 48 | NA | NA |
| International | to Extended Areas | NA | NA |
| International | to International | NA | NA |
| International | to Canada | NA | NA |
| International | to Mexico | NA | NA |
| Canada | to Domestic 48 | 30 | 6 |
| Canada | to Extended Areas | 30 | 6 |
| Canada | to International | 30 | 6 |
| Canada | to Canada | NA | NA |
| Canada | to Mexico | 60 | 60 |
| Mexico | to Domestic 48 | 60 | 60 |
| Mexico | to Extended Areas | 60 | 60 |
| Mexico | to International | 60 | 60 |
| Mexico | to Canada | 60 | 60 |
| Mexico | to Mexico | 60 | 60 |

1. International includes all international terminating locations except Canada and Mexico
2. Extended areas include Alaska, Hawaii, Puerto Rico, USVI, Guam & Northern Mariana Islands.
3. XPIN is included in Xclusive 8XX service definitions.
4. All service locations are subject to network availability
5. All periods defined are in seconds.

*Xclusive Toll Free Service from Mexico to US 48 States**

| Monthly Volume of Toll Free Svc. | Originating Band | Switched Access | | Dedicated Access | |
|-------------------------------------|---------------------|-----------------|---------|------------------|---------|
| | | Day | Night | Day | Night |
| \$0-100,000 | 1 | \$0.460 | \$0.410 | \$0.440 | \$0.360 |
| | 2 | 0.760 | 0.710 | 0.740 | 0.560 |
| \$100,001-200,000 | 1 | 0.440 | 0.390 | 0.420 | 0.340 |
| | 2 | 0.740 | 0.690 | 0.720 | 0.540 |
| \$200,001-300,000 | 1 | 0.420 | 0.370 | 0.400 | 0.320 |
| | 2 | 0.720 | 0.670 | 0.700 | 0.520 |
| \$300,001+ | 1 | 0.400 | 0.350 | 0.380 | 0.300 |
| | 2 | 0.700 | 0.650 | 0.680 | 0.500 |

*Toll Free Service From Mexico is subject to availability.

IXC reserves the right to adjust pricing with fifteen (15) days written notice.

Day: 8 am to 5 pm Monday through Friday for Toll Free Service from Mexico

Band 1: the same as Bands 1, 2 and 3 on Xnet terminating products

Band 2: the same as Bands 4, 5, 6, 7 and 8 on Xnet terminating products

Ancillary Service Charges

| | Explanation | Applied | Charge |
|-------------------------------|--|------------------------------------|----------------------|
| ANI Administration (1) | Per ANI loaded into our switches. Required when an ANI has international blocking, account codes, or other switched-based features. | Monthly | \$0.50/ANI |
| IC Pay | IC Pay is a 1+ switched access option allowing the Reseller to designate that a WTN PIC order not result in a PIC charge from the LEC to the end-user. | Monthly | \$5 per 'IC Pay' PIC |
| Account Codes | Install fee per BTN/ANI verified account code table. | Non-recurring | \$25/table |
| | Monthly fee per BTN/ANI verified account code table. | Monthly | \$25/table |
| 8XX Service | Administrative Charge for each 8XX number | Monthly | \$.50 per 8XX# |
| | 8XX number reservation - one time charge per number reserved | Non-recurring | \$25/8XX# |
| | Monthly fee for each 8XX number listed at the (800)555-1212 directory service | Monthly | \$15/listing |
| | Installation charge for signaling and trunking required for ANI delivery on 8XX calls. | Non-recurring | \$250/trunk |
| | Installation charge for direct termination overflow. | Non-recurring | \$250/DTO trunk |
| | Charged for each change to direct termination overflow routing. | Per change | \$50/DTO trunk |
| | Installation charge for dialed number identification service (DNIS) | Non-recurring | \$200/trunk |
| XPIN Service | Charged for each change to DNIS | Per change | \$50/trunk |
| | Install fee per Xpin 8XX number. | Non-recurring | \$50 per 8XX# |
| CDR Delivery (2) | Monthly fee per Xpin 8XX number. | Monthly | \$20 per 8XX# |
| | Monthly charge for CDR via On-Line by dial-up access. | Monthly | \$50 |
| | Monthly charge for CDR via On-Line by direct line access. | Monthly | \$250 |
| | Monthly charge for CDR via Tape or Diskette. | Monthly | \$250 |
| | CDR Daily (for Xnet) | Monthly | \$.005 per CDR |
| Transport for Interconnection | Installation charges for transport service - includes all telco charges | Non-recurring | Pass-through |
| | Monthly charges for transport service - includes all telco charges | Monthly | Pass-through |
| | Monthly Minimum Usage per DS-1 | Monthly | See 6.C./MSA |
| Local Loops | Installation charges for dedicated trunk, includes all telco charges | Non-recurring | Pass-through |
| | Monthly charges for dedicated trunk, includes all telco charges | Monthly | Pass-through |
| | Installation charges for Echo Cancellers (when required) | Non-recurring | \$500 |
| | Monthly charges for Echo Cancellers (when required) | Monthly | \$250 |
| | Order processing fee - to accompany each order for local loop or special access order. | Non-recurring | \$30 |
| Reseller ID Setup (3) | Set-up charge per Reseller I.D. | Non-recurring | \$1,000 |
| | Maintenance charge per Reseller I.D. | Monthly | \$250 |
| | Changes to Reseller I.D. Profile. | Per change | \$250 |
| 700 Branding (4) | Set-up charge per Custom 700 Branding Message. | Non-recurring | \$400 per network |
| Calling Card Print Option | Set-up charge for the Calling Card Custom Printing Option | Non-recurring | \$150 per set-up |
| | Printing charge (includes shipping) | Per Card Printed | \$1.50 |
| Debit Card Service | Retail Rate Table set-up - no charge for the 1 st 3 tables | Per table, after 1 st 3 | \$250 |
| | Language set-up fee, applies to up to 2 add'l languages | Per Additional | |
| | The 1 st is free. | Language | \$140 |
| | Custom Recordings for scripts. | Per Incident | Pass-through |

| | | | |
|--------------------------|-----------------------|-----------------|--------|
| Mexico Toll Free Service | Installation | Per Switched # | \$50 |
| | Installation | Per Dedicated # | \$50 |
| | Monthly Recurring | Per Switched # | \$10 |
| | Monthly Recurring | Per Dedicated # | \$50 |
| | Minimum Monthly Usage | Per Switched # | \$20 |
| | Minimum Monthly Usage | Per Dedicated # | \$100 |
| Directory Assistance | | Per call | \$0.60 |

(1) ANI Administration Charges are waived for Xclusive Services.

(2) CDR delivery charges are waived for Xclusive Services.

(3) Reseller ID set-up charges are waived for the 1st 3 reseller profiles. Check w/your Account Executive for details. An example of a change to the Reseller I.D. profile is a change of address.

(4) First 700 Branding set-up is at no charge. These charges apply to custom branding after the 1st 700 number.

Notes:

A. All monthly fees are pro-rated. All others are not.

B. No charges are eligible for volume or term discounts.

C. Ancillary charges are applied at the time of initial account set-up. Charges for changes are applied when changes occur.

Exhibit B - Network Demand Forecast

C. Annox, Inc.

Date:

12/9/98

Is this actual (existing customer traffic) or projected data?

Actual

Projected ☒

| Originating/ Terminating End Office | Originating/ Terminating Tandem | Monthly Minutes | Daily BH Traffic % | Monthly BH | Comments |
|---|---------------------------------------|--------------------|-----------------------|---------------|-------------------------|
| | | 111,480 | 20 % | 22,296 | New Service |
| | | 198,040 | 20 % | 39,608 | Resident use |
| | | 252,770 | 20 % | 50,554 | |
| | | 336,620 | 20 % | 67,324 | Interstate Minutes zero |
| | | 339,400 | 20 % | 67,880 | |
| | | 352,470 | 20 % | 70,494 | Traffic to follow |
| | | 365,810 | 20 % | 73,162 | the Resident Pattern |
| | | 379,410 | 20 % | 75,882 | DWM |
| | | 393,240 | 20 % | 78,648 | |
| | | 407,300 | 20 % | 81,460 | |
| | | 420,360 | 20 % | 84,072 | |
| | | 422,520 | 20 % | 84,504 | |
| | | | % | | |
| | | | % | | |
| | | | % | | |
| | | | % | | |
| | | | % | | |
| | | | % | | |
| | | | % | | |

Notes:

1. For existing Customer traffic, use actual data to complete forecast. If the actual data is unavailable use projected traffic. Use the "Originating" traffic data for switched products and "Terminating" traffic data for dedicated products.
2. Originating/Terminating End Office: CLLI code of the originating (or terminating) end office. Enter the corresponding traffic data in other columns (if unavailable, refer to 3.).
3. Originating/Terminating Tandem: CLLI code of the originating (or terminating) tandem. Enter the total contribution of traffic (i.e., roll-up) from/to the end-offices attached to the Tandem and the traffic characteristics in other columns.
4. Monthly Minutes: Total usage in minutes for the month.
5. Daily BH Traffic %: Busy Hour traffic as a percentage of daily traffic. (Network Planning will calculate based on a 22-business day average).
6. Monthly BH: Monthly average busy hour (i.e., time of day).
7. Comments: Any helpful notes to describe and elaborate on the traffic characteristics (intraLATA, intrastate, interstate, international, casual vs. PIC, etc.).
8. Use additional pages if necessary.

Exhibit C - Software License Agreement

This Software License Agreement (this "Agreement") is made and entered into this 8th day of December, 1998 (the "Effective Date"), by and between **IXC Communications Services, Inc.**, a Delaware corporation ("IXC") and **Annox, Inc.**, a Georgia corporation ("LICENSEE").

RECITALS

- A. IXC is a provider of telecommunications services and LICENSEE is a customer of IXC pursuant to the Master Service Agreement ("MSA") to which this Agreement is attached to as Exhibit C.
- B. IXC has developed and owns all right, title and interest in and to a proprietary collection of computer programs known as "IXC Online - Customer Module" which IXC makes available to its customers (the "Software") so as to enable IXC's customers to access a certain database maintained by IXC relating to the telecommunications traffic carried by IXC (the "Database").
- C. LICENSEE desires to license from IXC and IXC desires to grant to LICENSEE, on the terms and subject to the conditions of this Agreement, a license to use the Software so as to enable LICENSEE to access the Database.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants, agreements, representations and warranties contained herein and in the MSA, the parties intending to be legally bound, hereby agree as follows:

1. **Grant of License.**
 - 1.1. Subject to the terms and conditions of this Agreement, IXC hereby grants to LICENSEE a license (the "License") to use the Software in object code form only, solely on, together with and as an integral part of a single Qualified Configuration (as defined in Section 3.1, below) solely for interconnection to the Database for purposes of accessing any one or more of the various functions made available at the sole discretion of IXC, including, without limitation, order entry, entry and retrieval of customer information, trouble reporting, status inquiries, report writing and expense tracking.
 - 1.2. **Scope of License.** The License is nonexclusive and nontransferable and only extends to LICENSEE. LICENSEE agrees that it shall not, without the prior written consent of IXC, which consent may be withheld by IXC in its sole and absolute discretion, (i) transfer or sublicense the Software to any third party, directly or indirectly, manually or electronically, (ii) assign this Agreement or any interest herein to any third party, or (iii) contract, create, incur, assume or allow to exist any claim, mortgage, lien, security interest or other charge or encumbrance with respect to this Agreement or the Software to any third party.
 - 1.3. **Retention of Rights.** The License places no restriction on IXC's right to use, market, distribute, license or sell the Software (or any portion thereof) to any third party. All rights not expressly granted herein are retained by IXC.
2. **Term.** This Agreement and the License created hereunder shall remain in effect until the earlier to occur of (i) the termination of the MSA, or (ii) either party giving to the other thirty (30) days' prior written notice of such party's election to terminate this Agreement.
3. **Installation of the Software on the Qualified Configuration.** IXC shall be responsible for installing the Software on the Qualified Configuration (the "Installation") in accordance with the terms and conditions of this Section 3.
 - 3.1. **The Qualified Configuration.** The required hardware and software to enable LICENSEE to use the Software is hereinafter referred to as the "Qualified Configuration" and shall consist of the hardware and software configuration which is more fully described on Schedule 1 attached hereto and incorporated herein by this reference. LICENSEE, at its cost, shall be responsible for procuring the Qualified Configuration. At all times during the term of this Agreement, LICENSEE, at its cost, shall be responsible for maintaining the Qualified Configuration, including, without limitation, purchasing and utilizing any and all third-party software, and all updates or new releases pertaining thereto, as may be required to ensure that the Software continues to operate on the Qualified Configuration.

To ensure satisfactory operation of the Software, Customer hereby agrees and acknowledges that the Software is intended for use with Windows NT and Windows 95 which is part of the Qualified Configuration. Any other version of Windows, is not considered a Qualified Configuration. IXC provides technical support assistance for the Software in conjunction with Windows NT and for no other operating software.

Customer hereby assumes any risks in connection with the use of any operating software other than Windows NT and Windows 95 in connection with the Software. Customer hereby waives any claim or cause of action against IXC that may arise in connection with Customer's use of operating software other than Windows NT in connection with the Software.
 - 3.2. **Performance of the Installation.** In order to enable IXC to expeditiously perform the Installation, as soon as practicable after the Effective Date, LICENSEE shall allow IXC access, during normal business hours, to the Qualified Configuration. Upon gaining such access to the Qualified Configuration, IXC shall commence with the Installation and shall diligently pursue completion thereof.

4. **Maintenance of the Database.** LICENSEE acknowledges that IXC must from time to time perform periodic maintenance of the Database which may result in a temporary shutdown of the Database and, during such times, IXC may suspend entry of new orders to the Database. IXC agrees to provide LICENSEE with as much advance notice as is reasonably possible of any such planned or scheduled maintenance.
5. **Revisions, Additions and Modifications.** IXC may from time to time provide LICENSEE with revisions of the Software. LICENSEE shall accept such revisions, provided that if the revisions change existing procedures or file formats for order entry, response files and call detail records ("CDRs"), IXC will provide LICENSEE with at least 30 days' prior written notice of such revisions, and shall instruct LICENSEE, without charge, in the installation and use of the revisions.
6. **Additional Obligations of IXC.**
- 6.1. **File Privacy.** IXC will take all commercially reasonable action to protect LICENSEE's files and data from being accessed by any third parties other than those third parties, if any, that may have been authorized by LICENSEE to access such files and data.
- 6.2. **File Security.** IXC will archive for a reasonable period of time, all of LICENSEE's CDR data and will provide a copy of the most recent data to LICENSEE at such times that invoices are generated under the TSA. Nonetheless, IXC cannot guarantee that IXC's files and data will not be lost or altered and, therefore, LICENSEE hereby agrees to be solely responsible for maintaining a procedure external to the Database for maintaining and archiving all of its CDR data.
7. **Additional Obligations of LICENSEE.**
- 7.1. **Communication Costs.** LICENSEE shall be responsible for all communication costs from LICENSEE's facility to the designated Database server location, including, without limitation, all equipment and telephone costs and any connection charges thereto.
- 7.2. **Letters of Authorization.** LICENSEE acknowledges and agrees that certain of the services available on the Database require executed end-user Letters of Authorization/Agency ("LOAs"). LICENSEE shall maintain a file of all requisite LOAs and supply photocopies of such LOAs to IXC within five (5) business days of IXC's request, in accordance with the directions provided to LICENSEE at such time.
- 7.3. **Authorized Users.** LICENSEE shall maintain and provide to IXC, within five (5) business days of its receipt of written notice from IXC requesting such information, a list of all persons authorized by LICENSEE to use the Software. All such persons shall be employees of LICENSEE and LICENSEE shall take all action necessary to ensure that such users do not (i) violate any of the terms and conditions of this Agreement, or (ii) access any files or data for licensees other than LICENSEE.
8. **Trademark Rights.** IXC has adopted and owns certain trademarks and service marks used in identifying and marketing IXC technology, products and services including, but not limited to the marks "IXC" and "IXC On-Line" (collectively, the "Trademarks"). LICENSEE recognizes and concedes for all purposes that any trademarks, logos or trade names affixed by IXC to IXC technology, products and services, whether or not registered, constitute the exclusive property of IXC and cannot be used by LICENSEE, nor shall LICENSEE use any confusingly similar mark, logo or trade name.
9. **Proprietary Rights; Confidential Information.** Full copyright and title to the Software shall at all times remain with IXC. Customer agrees to (i) maintain in confidence any confidential information of IXC obtained by Customer during the term of this Agreement, and (ii) refrain from disclosing confidential information of IXC to anyone until that information shall be in the public domain.
10. **No Warranty; Limitation of Liability.** IXC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT IXC'S MAXIMUM AGGREGATE LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED \$25,000.00.
11. **Warranty of Authority.** Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

IXC Communications Services, Inc.

By: [Signature]

Title: PRE-Wholesale

Amox, Inc.

By: [Signature]

Title: Executive Vice President

SCHEDULE I

The following constitutes the minimum recommended requirements for *LXC OnLine*. Based on the work functions used and volumes of work, other configurations may also be supported.

Hardware for PC Platform

- ☐ Processor: Intel 486/66
- ☐ At least 16 MB RAM for NT 3.51; 32 MB RAM for NT 4.0, Win95
- ☐ High Density (1.44 MB) 3.5" floppy disk drive
- ☐ Hard Disk with a minimum of 1 GB of storage (driven by CDR volumes)
- ☐ SCSI Controller preferred to IDE (but not mandatory)
- ☐ 101 Keyboard
- ☐ Mouse (at least 2 button)
- ☐ Network cards that are compatible with Windows NT (if connected to LAN)

CD-ROM

- ☐ Double speed or faster; supported by Windows NT (for billing via CD-ROM)

Video Card and Monitor

- ☐ SVGA, 800 x 600 resolution screen (1024 x 768 resolution is acceptable as well, but the screen will appear smaller.)
- ☐ 15" Color Monitor, 0.28" dot pitch

Software and Operating System

- ☐ Windows NT Workstation (version 3.51 or 4.0) or Windows 95

Miscellaneous Software

- ☐ Virus checking programs (NT and Win 95 compatible)
- ☐ Any relational database that can read .DBF (database) files so that order status can be tracked
(Examples of programs that read these files: FoxPro, Paradox, Oracle, Excel, Approach, Access.)

Security

- ☐ *LXC OnLine* will scan for viruses as files are transferred to the system. As such, only ASCII file uploads will be accepted. Files suspected of containing a virus will not be processed by *LXC OnLine*, and the user will be notified of the problem.

Interactive Interface Requirements

If the interface with *LXC OnLine* is dial-up, the requirements (in addition to the "Common Requirements" stated above) are as follows:

- ☐ Hayes compatible modem at 28.8 kbps (async)
- ☐ For batch ASCII file transfer, Procomm Plus or a comparable communication transfer software (must support X-modem and Z-modem protocols) is recommended.

Users who will enter orders interactively need not purchase this software.

- ☐ Sufficient hard disk storage to receive CDR files; 1 Gig + recommended. (Based on your specific volumes.)
- ☐ Windows NT Remote Access Service - native to Windows NT (for interactive use)

If the physical interface with *IXC OnLine* is via a *dedicated line*, then the requirements, in addition to the "Common Requirements" stated above, are as follows:

- ☐ 56 / 64 kbps line (DS-0) from customer site to IXC determined location (to be confirmed based on IXC's WAN configuration)
- ☐ CSU/DSU for line termination (to be confirmed based on IXC's WAN configuration) - coordinate with IXC MIS department
- ☐ Router connection or Eicon card

Database Configuration

Many of the preparations required for the establishment of your database must be performed by IXC. After receiving a fully executed contract, your Account Manager will require your assistance in completing some of these tasks, such as your Customer Profile and Calling Card Setup.

Access to IXC OnLine

Once you have met all of the hardware and software requirements, you will be given your assigned User ID's and passwords, as well as the software that will allow you to access *IXC OnLine*.

Exhibit D - Taxes on Telecommunications Services - Contact IXC's Tax Department at 512-231-5294 for assistance in completing this form

Please check one of the following:

☒ Telecommunications services purchased from Supplier are for resale purposes in the normal course of our business (or are subject to other tax exemptions). These services are exempt from federal, state and local taxes.

If checked, complete Section 1 & Section 2 below for the applicable states where service is provided.

☐ Telecommunications services purchased from Supplier are not for resale purposes, but are purchased for our own use. These services are not subject to other exemptions.

If checked, sign here: _____ Date: _____

Section 1. Certificate of Exemption from Federal Excise Taxes on Communications Services and Facilities

The undersigned hereby certifies that the service furnished by Supplier is exempt from the Federal Excise Tax on Communications and Facilities imposed by Internal Revenue Code (IRC) Section 4251 because the undersigned is exempt under IRC Section 4253 for such reason as marked below (check one). The undersigned agrees to notify Supplier in writing when the claimed status no longer applies.

- ☐ A nonprofit hospital referred to in IRC Section 170 (b)(1)(A)(ii) which is exempt from income tax under Section 501 (a).
- ☐ A nonprofit educational organization described in IRC Section (170) (b)(1)(A)(ii) which is exempt from income tax under Section 501 (a).
- ☐ A School which is operated as an activity of an organization described in IRC Section 501 ©(3) which is exempt from income tax under Section 505(a), and operates as described in IRC Section 4253 (j).
- ☐ The U.S. government, government of a State, political subdivision of a state of the District of Columbia.
- ☐ The American Red Cross or an international organization described in Internal Revenue Code Sections 7701 (a) (16) and 4253 (c).
- ☐ A news service company of the type referred to in Internal Revenue Code Section 4253 (b).
- ☐ Diplomatic, consular or other officers of foreign governments temporarily residing in the United States who are nationals of the foreign country on a diplomatic mission.
- ☒ The service will be used exclusively in the rendering of a communications services upon which tax is imposed by IRC Section 4251. It is understood that no tax will be collected by Supplier on charges for said service and that it will be the responsibility of the undersigned to collect such tax as may be due from its customers.
- ☐ The service, which is defined in Section 4252 (b)(2), is for use by a common carrier, telephone or telegraph company, or radio broadcasting station or network in the conduct of its business as such.

FOR THIS CERTIFICATE TO BE VALID YOU MUST CHECK ONE OF THE ABOVE BOXES, SIGN AND DATE THE CERTIFICATE AND PROVIDE AN EFFECTIVE DATE. ANY MODIFICATIONS TO THE ABOVE WILL RENDER THE CERTIFICATE NULL AND VOID.

THE EXEMPT STATUS OF THE UNDERSIGNED IS EFFECTIVE AS OF _____

Customer: Annox, Inc.

FEDERAL TAX I.D. 58-1684489

I swear under penalty of fines, imprisonment, or both, together with cost of prosecution that the statement contained herein are true to the best of my knowledge.

Signature

Title

Date

IXC Confidential

Exclusive Exhibit - Page 19

11/14/98

Section 2. Uniform Sales & Use Tax Certification Form

Issued to: IXC Communications Services, Inc., 1122 Capital of Texas Hwy. S., Austin, Texas 78746

Certify that: Annox, Inc., is registered and/or identified with the below listed cities and/or states within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, rented or used in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing, renting or providing non-taxable services or products.

Check applicable box: ☐ Single Purchase Certificate ☒ Blanket Certificate

Is engaged as a registered (where applicable): ☐ Wholesaler ☐ Lessor ☐ Retailer ☐ Manufacturer
☐ Exempt Organization Use ☒ Other (Specify) Reseller Long Distance

Product or service rendered by Customer: _____

| State | Registration or I.D. No. | State | Registration or I.D. No. |
|-------|--------------------------|-------|--------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
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| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Exemption Claimed: ☒ Resale ☐ Federal Government ☐ Exempt Organization ☐ State & Local Government
☐ Direct Payment Permit ☐ Other (Specify) _____

I swear and affirm that the information on this form is true and correct as to every material matter.

Signature

Title

Date

Exhibit E - Customer Certification Declaration

Customer: Annox, Inc.

| State | 1+ | Operator Services |
|---------------|-----|-------------------|
| ALABAMA | ✓ | |
| ARKANSAS | | |
| ARIZONA | | |
| CALIFORNIA | | |
| COLORADO | | |
| CONNECTICUT | | N/A |
| DELAWARE | | |
| FLORIDA | ✓ | |
| GEORGIA | ✓ | |
| IOWA | | |
| IDAHO | | |
| ILLINOIS | | |
| INDIANA | ✓ | |
| KANSAS | | |
| KENTUCKY | ✓ | |
| LOUISIANA | ✓ | |
| MASSACHUSETTS | | |
| MARYLAND | | |
| MAINE | | |
| MICHIGAN | N/A | N/A |
| MINNESOTA | | |
| MISSOURI | | |
| MISSISSIPPI | | |
| MONTANA | | N/A |

| State | 1+ | Operator Services |
|----------------|-----|-------------------|
| NORTH CAROLINA | ✓ | |
| NORTH DAKOTA | | |
| NEBRASKA | | |
| NEW HAMPSHIRE | | |
| NEW JERSEY | | N/A |
| NEW MEXICO | | |
| NEVADA | | |
| NEW YORK | | |
| OHIO | | |
| OKLAHOMA | | |
| OREGON | | |
| PENNSYLVANIA | | |
| RHODE ISLAND | | |
| SOUTH CAROLINA | ✓ | |
| SOUTH DAKOTA | | |
| TENNESSEE | ✓ | |
| TEXAS | | |
| UTAH | | N/A |
| VIRGINIA | N/A | N/A |
| VERMONT | | |
| WASHINGTON | | |
| WISCONSIN | | |
| WEST VIRGINIA | | |
| WYOMING | | |

Please check the jurisdictions in which you are certified to do business.

Customer Signature:

Date:

[Handwritten Signature]

12/3/98

Exhibit F - Exclusive HUBs

| <i>LATA Name</i> | <i>LATA Number</i> | <i>Street Address</i> | <i>NPA/NXX</i> |
|--------------------|--------------------|---------------------------------------|----------------|
| Atlanta, GA | 438 | 55 Marietta St., 19th Floor, East End | (404)522 |
| Austin, TX | 558 | 621 Pleasant Valley Road | (512)389 |
| Baltimore, MD | 238 | 1220 South Howard | (301)752 |
| Boston, MA | 128 | Prudential Center | (617)236 |
| Charlotte, NC | 422 | 208 N. Caldwell | (704)335 |
| Chicago, IL | 358 | 155 N. Michigan Ave., Suite 425 | (312)240 |
| Cincinnati, OH | 922 | 2300 Carew Tower, Suite 411 | (513)651 |
| Cleveland, OH | 320 | 50 Public Square, Rm 650 | (216)696 |
| Columbus, OH | 324 | 180 E. Broad Street, Suite 1420 | (614)469 |
| Dallas, TX | 552 | 1950 Simmons Frwy., Suite 2021 | (214)698 |
| Denver, CO | 656 | 931 14th Street, Suite 622 | (303)572 |
| Des Moines, IA | 632 | 604 9th Street | (515)283 |
| Detroit, MI | 340 | 2000 Bagley Street | (313)961 |
| El Paso, TX | 540 | 201 E. Main, Suite 1702 | (915)553 |
| Ft. Worth, TX | 552 | 810 Houston, Suite 1705 | (817)870 |
| Hartford, CT | 920 | 55 Trumbull Street | (203)725 |
| Houston, TX | 560 | 293 North Main Street | (713)224 |
| Indianapolis, IN | 336 | 730 W. Henry Street | (317)634 |
| Jacksonville, FL | 452 | 424 N. Pearl Street | (904)340 |
| Kansas City, MO | 524 | 1125 Grand Ave., Suite 1704 | (816)283 |
| Las Vegas, NV | 721 | 125 Las Vegas Blvd. South | (702)388 |
| Little Rock, AR | 528 | 120 W. Eighth | (501)370 |
| Los Angeles, CA | 730 | 625 S. Grand, Suite 1615 | (213)689 |
| Louisville, KY | 462 | 521 W. Chestnut Street | (502)581 |
| Memphis, TN | 468 | 201 E. Court Avenue | (901)227 |
| Miami, FL | 460 | 13 NW 6th Street | (305)347 |
| Milwaukee, WI | 356 | 324 East Wisconsin Avenue | (414)276 |
| Minneapolis, MN | 628 | 331 South Second Avenue | (612)330 |
| Nashville, TN | 470 | 185 N. 2nd Avenue | (615)251 |
| New Orleans, LA | 490 | 639 Loyola Avenue, Suite 2150 | (504)528 |
| New York, NY | 132 | 60 Hudson Street, 4th Floor | (212)693 |
| Newark, NJ | 224 | 744 Broad Street, 3rd Floor | (201)824 |
| Oklahoma City, OK | 536 | 100 N. Broadway, Suite 3020 | (405)232 |
| Omaha, NE | 644 | 105 South 17th Street | (402)341 |
| Orlando, FL | 458 | 45 N. Magnolia Avenue | (407)872 |
| Philadelphia, PA | 228 | 401 N. Broad, First Floor | (215)923 |
| Phoenix, AZ | 666 | 3300 N. Central Ave., 15th Floor | (602)266 |
| Pittsburgh, PA | 234 | 535 Smithfield Street, Suite 2650 | (412)281 |
| Portland, OR | 672 | 819 Oak Street | (503)295 |
| Raleigh, NC | 422 | 121 W. Morgan Street | (919)821 |
| Richmond, VA | 248 | 2800 Laurel Brook Drive | (804)233 |
| Sacramento, CA | 726 | 1407 J Street | (916)325 |
| Salt Lake City, UT | 660 | 70 South State Street | (801)596 |
| San Antonio, TX | 566 | 660 South Santa Rosa | (210)225 |
| San Diego, CA | 732 | 8991 Complex Drive | (619)292 |
| San Francisco, CA | 722 | 425 Market Street, Suite 3800C | (415)543 |
| San Francisco, CA | 722 | 274 Brannan Street, Suite 402 | (415)243 |
| Seattle, WA | 674 | 1122 3rd Avenue | (206)382 |
| St. Louis, MO | 520 | 2651 Olive Street | (314)321 |
| Tampa, FL | 952 | 2261 Massaro | (813)620 |
| Washington, DC | 236 | 1220 L Street, N.W. | (202)789 |

Note: All IXC HUB locations are subject to availability. Contact your IXC Account Manager for specific location, location availability and Carrier Facility Assignment prior to local connection orders.

Exhibit G – Low Cost Origination or Termination Operating Company Numbers

Low Cost Origination or Termination is defined as all international calls and domestic calls to or from any NPA.NXX associated with the following Operating Company Numbers:

Interstate Low Cost OCN List:

| <u>LEC</u> | <u>State</u> | <u>OCN</u> |
|-----------------|--------------|------------|
| Ameritech | IL | 9329 |
| Ameritech | IN | 9325 |
| Ameritech | MI | 9323 |
| Ameritech | OH | 9321 |
| Ameritech | WI | 9327 |
| Bell Atlantic | DC | 9211 |
| Bell Atlantic | DE | 9210 |
| Bell Atlantic | MD | 9212 |
| Bell Atlantic | NJ | 9206 |
| Bell Atlantic | PA | 9208 |
| Bell Atlantic | VA | 9213 |
| Bell Atlantic | WV | 9214 |
| Bell South | AL | 9419 |
| Bell South | FL | 9417 |
| Bell South | GA | 9417 |
| Bell South | KY | 9419 |
| Bell South | LA | 9419 |
| Bell South | MS | 9419 |
| Bell South | NC | 9417 |
| Bell South | SC | 9417 |
| Bell South | TN | 9419 |
| Cincinnati Bell | OH | 9348 |
| GTE | CA | 2319 |
| GTE | FL | 328 |
| NYNEX | CT | 9102 |
| NYNEX | MA | 9102 |
| NYNEX | ME | 9102 |
| NYNEX | NH | 9102 |
| NYNEX | NY | 9104 |
| NYNEX | NY Metro | 9104 |
| NYNEX | VT | 9104 |
| PacTel | CA | 9740 |
| PacTel | NV | 9742 |
| SBC | AR | 9533 |
| SBC | KS | 9533 |
| SBC | MO | 9533 |
| SBC | OK | 9533 |
| SBC | TX | 9533 |
| SNET | CT | 9147 |
| United | FL | 341 |
| United | IL | 9329 |
| United | NC | 470 |
| United | NJ | 138 |

Intrastate Low Cost OCN list:

| <u>LEC</u> | <u>State</u> | <u>OCN</u> |
|---------------|--------------|------------|
| Ameritech | IL | 9329 |
| Ameritech | IN | 9325 |
| Ameritech | MI | 9323 |
| Ameritech | OH | 9321 |
| Ameritech | WI | 9327 |
| Bell Atlantic | DC | 9211 |
| Bell Atlantic | DE | 9210 |
| Bell Atlantic | MD | 9212 |
| Bell Atlantic | NJ | 9206 |
| Bell Atlantic | PA | 9208 |
| Bell Atlantic | VA | 9213 |
| Bell Atlantic | WV | 9214 |
| Bell South | AL | 9419 |
| Bell South | FL | 9417 |
| Bell South | GA | 9417 |
| Bell South | KY | 9419 |
| Bell South | LA | 9419 |
| Bell South | MS | 9419 |
| Bell South | NC | 9417 |
| Bell South | SC | 9417 |
| Bell South | TN | 9419 |
| GTE | VA | 233 |
| NYNEX | CT | 9102 |
| NYNEX | MA | 9102 |
| NYNEX | ME | 9102 |
| NYNEX | NH | 9102 |
| NYNEX | NY | 9104 |
| NYNEX | NY Metro | 9104 |
| NYNEX | RI | 9103 |
| NYNEX | VT | 9104 |
| PacTel | CA | 9740 |
| PacTel | NV | 9742 |
| SBC | AR | 9533 |
| SBC | KS | 9533 |
| SBC | MO | 9533 |
| SBC | OK | 9533 |
| SBC | TX | 9533 |
| SNET | CT | 9147 |
| United | NC | 470 |
| United | NJ | 138 |
| United | NV | 1842 |
| United | SC | 506 |
| United | TN | 581 |

Interstate Low Cost OCN List:

| <u>LEC</u> | <u>State</u> | <u>OCN</u> |
|------------|--------------|------------|
| United | NV | 1842 |
| United | PA | 209 |
| United | SC | 506 |
| United | TN | 581 |
| United | VA | 567 |
| US West | AZ | 9636 |
| US West | CO | 9636 |
| US West | IA | 9631 |
| US West | ID | 9636 |
| US West | MN | 9631 |
| US West | MT | 9636 |
| US West | ND | 9631 |
| US West | NE | 9631 |
| US West | NM | 9636 |
| US West | OR | 9638 |
| US West | SD | 9631 |
| US West | UT | 9636 |
| US West | WA | 9638 |
| US West | WY | 9636 |

Intrastate Low Cost OCN list:

| <u>LEC</u> | <u>State</u> | <u>OCN</u> |
|------------|--------------|------------|
| US West | AZ | 9636 |
| US West | CO | 9636 |
| US West | IA | 9631 |
| US West | ID | 9636 |
| US West | MN | 9631 |
| US West | MT | 9636 |
| US West | ND | 9631 |
| US West | NE | 9631 |
| US West | NM | 9636 |
| US West | OR | 9638 |
| US West | SD | 9631 |
| US West | UT | 9636 |
| US West | WA | 9638 |
| US West | WY | 9636 |

KATHERINE MAULDIN HUNTER

Attorney at Law



51 Perimeter Pk. Dr.
Atlanta, GA 30341

Tel: 770-451-8319 Fax: 770-451-5096
Email: K.Hunter@gte.net

May 24, 1999

Secretary of the Commission
Kentucky Public Service Commission
Post Office Box 615
Frankfort, KY 40602

RECEIVED

JUN 09 1999

GENERAL COUNSEL

RECEIVED
JUN 03 1999
PUBLIC SERVICE
COMMISSION

Re: Case No. 99-172

Dear Secretary of the Commission:

Please withdraw the petition by Annox, Inc. for approval of resale agreement with IXC Communications Services, Inc., which was received on April 26, 1999 and assigned the above-referenced case number. Thank you.

Sincerely,



Katherine Mauldin Hunter
Attorney for Annox, Inc.