

TERMS & CONDITIONS FOR INTERNATIONAL TELECOMMUNICATIONS SERVICES

This document contains the terms and conditions, price lists, and service descriptions generally applicable to the provision of international telecommunications (toll) service provided by the operating subsidiaries of Windstream listed below, hereinafter referred to as the "Company", between points within the United States and international points as specified herein.

The services listed herein may be provided by means of fiber, wire, microwave, satellite, radio or any other suitable technology or a combination thereof.

The Terms and Conditions of Service apply to the following Concurring Carriers: American Telephone Company **Business Telecom Choice One Communications Companies Connecticut Broadband Connecticut Telephone & Communication Systems Conversent Communications Companies CTC Communications DeltaCom Business Solutions** DeltaCom, LLC EarthLink Business EarthLink Carrier Lightship Telecom McLeodUSA Companies **PAETEC Communications Companies US LEC Companies US Xchange Companies** Windstream Norlight Windstream NTI Windstream NuVox Companies

This document is available for review, during regular business hours, at the following location:

Windstream 4001 N Rodney Parham Rd Little Rock, AR 72212

TABLE OF CONTENTS

Page No.

| TABLE OF CONTENTS | 2 |
|--|----|
| SECTION 1 – DEFINITIONS | 3 |
| SECTION 2 – REGULATIONS | 6 |
| SECTION 3 – INTERNATIONAL TOLL SERVICE DESCRIPTION | 14 |
| SECTION 4 – PRICE LIST | 16 |

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this Document for the Company's Network Services are defined below.

<u>Access</u>: A connection between a customer's premises and an Interexchange Carrier's point of presence for the transmission of voice data or video/image information.

<u>Account/Authorization Code</u> - A numerical code assigned to a Customer to enable it to access The Company's service and to enable The Company to identify use of service on each account and to bill Customer accordingly. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on an account.

Advance Payment: Part or all of a payment required before the start of service.

<u>Authorized User</u>: A person, firm, corporation or any other entity authorized by the Customer to communicate utilizing Company facilities.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

<u>Channel</u>: The term "Channel" denotes the communications path established between Company operating centers and points of communication via satellite, microwave, wire or cable, which channel may be used for the transmission and reception of communications signals.

Company: Denotes the operating subsidiaries of Windstream, listed as concurring carriers to this document.

<u>Completed Call</u>: A call, or other telephonic communication, originated by a person or mechanical/electrical device from one telephone number to another, which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart; the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

<u>Customer</u>: The person, firm or corporation, which orders service under this Document and is responsible for the payment of charges and compliance with the company's regulations.

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

<u>Dedicated Toll</u>: The serving arrangement offered by the Company where the Customer is directly connected to the Company's network for the provision of toll service.

<u>Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services. This is also referred to as a Local Exchange Carrier (LEC).

<u>Expedite</u> - A service order initiated at the request of Customer that is processed in a time period shorter than The Company's standard service interval. Charges may apply to cover costs associated with expedites.

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

SECTION 1 – DEFINITIONS (Continued)

<u>Individual Case Basis (ICB)</u>: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Interstate Call - Any call, which originates in one of the fifty United States or territories and terminates outside of the state of origination.

Kbps: Kilobits, denotes thousands of bits per second.

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

Mbps: Megabits, denotes millions of bits per second.

<u>Network</u>: The Company's digital fiber optics-based network.

Network Services: The Company's telecommunications access services offered on the Company's Network.

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

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

<u>Off-Hook</u>: The term "off-hook" denotes the active condition of a telephone exchange service line.

<u>On-Hook</u>: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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

Regular Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding defined Holidays.

<u>Service Order</u>: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and its acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Document, but the duration of the service is calculated from the Service Commencement Date.

<u>Timing of Calls</u>: Chargeable time for services begins at the time The Company's call monitoring equipment determines the called station has answered and ends when the call monitoring equipment determines that either party has disconnected.

SECTION 1 – DEFINITIONS (Continued)

Services: The Company's telecommunications services.

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

Station: Telephone equipment from or to which calls are placed.

<u>Switched Toll:</u> The serving arrangement offered by the Company where access to the Company's long-distance service is achieved through the local exchange carrier's tandem.

<u>Timing of Calls</u>: Chargeable time for services begins at the time The Company's call monitoring equipment determines the called station has answered and ends when the call monitoring equipment determines that either party has disconnected. The Company's call monitoring equipment sustains an accuracy rate of 98% to 99%.

<u>Toll Restriction</u>: Allows the Customer to prohibit long distance calling and operator services access on a line or trunk. Toll restriction is activated when the dialed number is prefaced with "1" or "0". WATS service access is not affected.

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

<u>User</u>: A customer or any other person authorized by the customer to use service provided under this Document.

SECTION 2 - REGULATIONS

2.1 <u>Undertaking of the Company</u>

The Company provides, installs, operates and maintains International Telecommunications Service in accordance with the terms and conditions set forth in this Document. It may act as the Customer's agent for ordering access connection faculties provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all changes due for such service arrangements.

The Company's services and facilities are provided on a daily basis unless ordered on a longer term, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered only to and from locations where the necessary facilities and/or equipment are available, and all services are offered subject to the provisions of this Document. Provision of products and services is subject to availability of facilities, equipment, capacity and technology, and transmission, atmospheric and like conditions. The Company reserves the right to limit services.
- 2.2.2 The Company does not undertake to transmit messages but offers the use of its resold facilities when available and will not be liable for errors in voice or data transmission or for failure to establish connections.
- 2.2.3 The Company reserves the right to discontinue furnishing service immediately, when necessitated by conditions beyond its control or when the Customer is using the service in violation of the provisions of this Document, in violation of the law, if fraud is alleged, or for other misuse or incompatibility of service. The Company reserves the right to immediately discontinue service, limit service, or impose requirements on customers as needed to meet changing regulatory or statutory rules and standards, or to address an adverse effect on the business or economic feasibility of providing services, as determined by the Company.
- 2.2.4 If the Company determines that a Customer's total long-distance usage is excessive, the Company may impose an additional per minute rate to the excessive usage. Excessive usage is defined as total usage per account or location that either: 1) exceeds the average usage for other customers utilizing the same long-distance plan; or 2) is greater than 15% more for the account or location than the previous month's usage. Additionally, at the Company's discretion, the Customer can be required to change to a different long-distance plan and/or provide a deposit or an additional deposit and/or make a partial payment on Customer's account(s). The Company reserves the right to disconnect the Customer's long-distance service or other service if Customer does not provide a deposit or partial payment immediately on notice from The Company that usage is excessive or if The Company suspects the excessive usage is fraudulent.

- 2.2.5 The Customer may not transfer or assign the use of the service or facilities, except with the written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or change in location of the service or facilities. All regulations and conditions contained in this Document shall apply to all such permitted assignees or transferees, as well as all conditions of service. Title to all equipment provided by The Company remains with The Company.
- 2.2.6 The Company reserves the right to refuse service to end users, resale common carriers, or to independent representatives due to insufficient or invalid billing information and/or refusal of a third party to accept billing, and/or for other reasons as specified by the Company.
- 2.2.7 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Document, the responsibility of the Company shall be limited to the furnishing of services under this Document and to the maintenance and operation of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for:
 - A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.2.8 The Customer is prohibited from terminating calls to 900 or toll calls with per minute surcharges within a state, the United States, or internationally without the written permission of the Company. Should calls be completed the Customer will be responsible for all charges billed by the third party.
- 2.2.9 The Customer has no property right to the telephone number(s) or any other call number designation associated with services furnished by the Company. The Company does not guarantee the availability of telephone numbers. The Company reserves the right to change such numbers, the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary in the conduct of its business.

2.3 <u>Use</u>

Services provided under this Document may be used only for the transmission of customer communications in a manner consistent with this Document and regulations of the FCC. Services in this Document cannot be used for any fraudulent or unlawful purposes. Services in this Document can only be used for the purpose for which it was provided to the Customer

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty days. No other liability in any event shall attach to the Company.

In no event will the Company be responsible for consequential damages or lost profits suffered by a customer as a result of interrupted or unsatisfactory service.

- 2.4.2 The Company is not liable for any act or omission of any other entity or company (LEC, underlying carrier, resale common carrier, or independent representative) furnishing a portion of the service; nor shall the Company be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of the Customer-provided equipment or facilities.
- 2.4.3 The Company shall be indemnified and held harmless by the Customer against:
 - A. Claims for libel, slander and infringement of copyright arising out of materials, data, information or other content transmitted over the Company's channels or facilities;
 - B. Claims for patent infringement arising from combining or connecting Company-furnished channels with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer or the content of its communications in connection with any service provided by the Company.
- 2.4.4 The Company does not guarantee any equipment it provides where such equipment is used in locations containing explosives, prone to fire, or in any way dangerous. The Customer indemnifies and holds The Company harmless from all losses and claims instituted by the Customer or any other party for injury, death, or damage, caused or claimed to have been caused by the installation, operation, maintenance or presence of the equipment or other Company services.
- 2.4.5 The Company is not liable for any defacement of or damage to the Customer premises resulting from the furnishing of services or attachment of instruments, apparatus, or wiring furnished by the Company on the Customer premises or by the removal thereof.
- 2.4.6 The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.
- 2.4.7 The Company shall be excused from performance under this Document to the extent that it is prevented from providing service as a result of delays caused by acts of God, a governmental agency, court order, labor dispute, civil disturbance, or third-party non-performance. Both the Company and Customer retain rights of recourse against third parties. The Company shall not be liable for any failure of performance under this Document due to causes beyond its control, including, but not limited to, Acts of God; fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.4.8 With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a company computer, switch, data, database, software, information, network, or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

- 2.5 <u>Responsibilities and Liability of the Customer</u>
 - 2.5.1 The Customer is responsible for taking all necessary steps for interconnecting the Customerprovided terminal equipment or communications systems with Company facilities and services. The Customer will secure licenses, permits, rights of way and other arrangements necessary for interconnection.
 - 2.5.2 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities; that signals are of the proper mode; and that bandwidth, power, and signal level are correct and do not degrade the Company's service.
 - 2.5.3 If the Customer fails to maintain the equipment and/or system correctly, with resulting imminent harm to the Company's equipment or service, the Company can require protective equipment at the Customer's expense or terminate service upon written notice.
 - 2.5.4 The Customer is responsible for preventing fraudulent calls using the Company's service. The Customer is responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even where those calls are unauthorized and/or originated by fraudulent means from the Customer's premises, remote locations, or calling cards. Customers are responsible for using international toll blocking and providing appropriate security measures to protect and secure their computers, data, and telecommunications networks.
 - 2.5.5 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment belonging to the Company and installed on the premises of the Customer. The Customer shall allow Company personnel access to the premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company, or upon termination of service, for the purpose of removing such equipment.
 - 2.5.6 The Customer is responsible for protecting the Company's facilities and will be liable for damages to the facilities of the Company caused by the acts of the officers, employees, agents or contractors of the Customer. The Customer is required to reimburse the Company for any damages to its equipment or any loss through theft of the Company's equipment or apparatus on the Customer's premises.

2.5.7 Abuse and Fraudulent Use

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. As noted in Section 2.2, Service will be discontinued at the Company's discretion for misuse, abuse or fraudulent use of any services. Abuse or fraudulent use of service includes, but is not limited to:

- (1) The use of profane or obscene language;
- (2) The use of service or facilities of the Company to transmit a message, locate a person, or give or obtain information without payment of the charge applicable for service;
- (3) The obtaining, attempting to obtain, assisting another in obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of the Company or by any trick, scheme, false representation, or false credit device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charges for such service;
- (4) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; and
- (5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

Customers are prohibited from artificially stimulating calling or other usage volumes to numbers advertised or intended for accessing information services, including but not limited to chat lines or Audiotex programs or to routing codes or international area or city codes reserved or used by the subject telecommunications administration for Audiotex; or to special routing codes or international area or city codes for which the cost of terminating switched access is higher than that incurred for terminations to other areas or city codes within the same jurisdiction; or to Multiquest 900 Service, Toll Free Service, Premium Rate Service or Personal Number Service, or other similar services where the party(ies) derives revenues or other financial benefit from, or is compensated based upon calling or other usage volumes in a capacity other than as a communications carrier, or, if acting as a carrier, earns a surcharge or merely by virtue of the termination of calls to the subject service. Such artificial stimulation may include the use of electronic or other means to generate such call volumes or hiring of agents principally to make calls or otherwise generate usage to such numbers or services, but does not, without more, include advertising or promotion of Audiotex to stimulate calling by third parties with no financial or other beneficial interest in the service or called program.

2.6 Interruption of Service and Service Credit

Customers have access to other services in the event that the Company experiences disruptions or outages. Customers electing to use an alternative Company-provided service during the period that a service is interrupted must pay the tariffed rates and charges for the alternative service used. Except as provided in Section 2.4.1, the Company will not provide credit allowances for service for disruptions or outages. Outage credit will be given for interruptions of 24 hours or more. Requests for outage credit must be received within 30 days of the date a bill is issued, or the charges will be considered correct and binding on the Customer. The Company will minimize disruptions and outages and will attempt to perform maintenance when disruption is decreased.

No credit allowance will be made for interruptions due to the negligence of, or noncompliance with, the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier; interruptions due to the failure or malfunction of non-Company facilities or equipment; interruptions of service during any period in which the Company is not given full access to its facilities and equipment for investigating and correcting interruptions; interruptions of service if the Customer continues to use the service on an impaired basis; interruptions of service when the Company must perform maintenance; or interruption of service due to circumstances or causes beyond the control of the Company.

2.7 <u>Restoration of Service</u>

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

Charges will apply for restoration of service when customers are removed from suspend status after payment of overdue balances.

2.8 Payment for Service

- 2.8.1 The Company reserves the right to require deposits or advanced payments from customers at service initiation or at any time during the contract term. If the Customer fails to pay for services and/or equipment as prescribed, the deposit will be applied to the subscriber's outstanding account.
- 2.8.2 The Customer is responsible for payment of all nonrecurring, monthly recurring, usage, and service connection charges for services and equipment furnished to the Customer or an authorized user of the Customer by the Company. This includes payment for all calls originated at the Customer's number(s). All charges due by the Customer are payable to the Company within 25 days of the date shown on the invoice. Bills for usage-based services are presented in arrears of the month in which service was provided. Any monthly recurring charges will be billed in advance.

For each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded to the next highest whole billing increment.

All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description.

- 2.8.3 Any objections to billed charges must be reported to the Company within 30 days after receipt of the bill, after which time the charges will be considered correct and binding on the Customer. Adjustments to the bill shall be made to the extent that circumstances reasonably indicate that changes are appropriate.
- 2.8.4 Charges not received or credited by the due date will incur a late payment fee on the next invoice. Amounts not paid within 27 days are considered past due. The Company may assess a late payment collection fee of \$20.00 for customers, and interest charges based on the maximum lawful rate under applicable state law regarding overdue balances. If, however, the Company denies service as a result of non-payment of the monthly bill, the Customer will be required to pay all unpaid amounts plus applicable late payment charges.
- 2.8.5 The Company will assess a returned check charge for each returned check.
- 2.8.6 If the Company incurs fees or expenses, including attorney fees, collecting any charges owed by the Customer, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on unpaid charges begin to accrue when the account is assigned to an outside collection agency.

- 2.8.7 Charges may apply for Customer bill payments made via telephone by a Company representative.
- 2.8.8 If the Customer has undisputed past due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier, including a request for a Responsible Organization (Resp. Org.), until such charges are paid in full.

2.9 <u>Customer Billing Inquiries</u>

Customers can refer questions regarding bills or service to the Customer Care Center at The number listed on the Customer invoice.

2.10 <u>Taxes, Surcharges, and Utility Fees</u>

The Customer is responsible for the payment of all fees, surcharges, and taxes. Fees, surcharges, federal, state, and local taxes, including but not limited to gross receipts, sales, and municipal utilities taxes, or associated surcharges, for services billed are listed as separate line items and are not included in the rates listed in this Document. The Company reserves the right to pass on to its customers fees, surcharges, taxes (and administrative costs associated therewith) which have been imposed by either regulatory, governmental or quasi-governmental agencies.

2.11 Interconnection with Other Carriers

Service furnished the Company may be connected to the services or facilities of other carriers subject to the Company's approval and technical requirements. Such services or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the Customer's responsibility.

2.12 Discontinuance of Service

- 2.12.1 The Company reserves the right to discontinue or limit service without liability when necessitated by conditions beyond its control or when the Customer is using service in violation of provisions of this Document; in violation of federal, state or municipal law or FCC regulations; or to comply with a court order.
- 2.12.2 Service can be discontinued without notice and without liability if the Customer uses Company equipment or service in a manner, which adversely affects Company property or service to others.
- 2.12.3 The Company may disconnect service for non-payment after written notice to the Customer without liability.
- 2.12.4 Service can be discontinued without notice and without liability in the event of fraudulent or unauthorized use. Further, the Company can require the Customer to change at his expense facilities or equipment necessary to eliminate illegal use and pay the Company for reasonably estimated lost revenue resulting from the fraudulent use.

2.13 Inspection, Testing, and Adjustment

The Company may, upon suitable notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that requirements regarding equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including suspension of service, to protect its facilities and personnel from harm. Credit allowances for interruption of service for testing will not be granted when the interruption is less than twenty-four hours.

SECTION 3 – INTERNATIONAL TOLL SERVICE DESCRIPTION

3.1 <u>Service Description</u>

International toll communications service is offered on a per-call basis, twenty-four hours a day. Customers use lines or trunks to place calls between locations in the United States and international locations and at rates as set forth in Sections 4 and 5. Service includes outbound calling, inbound (8XX) calling, and calling card calling. Some services may also have a monthly recurring component.

3.2 <u>Timing of Calls</u>

Usage charges are based on the actual usage of the Company's network. Chargeable time ends when the calling service point terminates the call and the network connection is released. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic ringing equipment in the telephone network. Unanswered calls are not billed. Unless otherwise specified in the individual service plans or contracts, calls are timed in 60-second increments and the minimum call length is 60-seconds.

3.3 <u>Contracts/Minimum Service Periods</u>:

Except as specified elsewhere in this Document, the minimum contract period is one month from the date service. The Company may require a contract period longer than one month for some services. Contracts are subject to the terms and conditions in this Document.

Customers may be required to enter into written or verbal service orders or contracts. Contracts shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions. Customers will also be required to execute any other documents as may be reasonably requested by the Company to establish service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. The Company reserves the right to increase rates during the contract term. Such rate increases will take effect following customer notification as required in the contract terms. Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

3.4 Credit and Refunds

All requests for call credits due to bad connection or disconnections should be made to the Customer Care Center at the number listed on the Customer's invoice.

3.5 Occasional Promotional Offerings

The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions may be limited to certain days, times, and/or locations.

SECTION 3 - INTERNATIONAL TOLL SERVICE DESCRIPTION (Continued)

3.6 <u>Availability</u>

Not all plans and rates contained in Section 4 are available to all customers. Restrictions may apply. Services may be cancelled or changed by the Company as specified in Section 2. All services in the Document are offered subject to availability, compatibility, technology, and capacity.

8XX service is furnished on the condition that the Customer contracts for adequate facilities to permit the use of this service without injurious the Company or its customers. The Company cannot guarantee reserved 8XX number(s).

3.7 <u>Special Services/Individual Case Basis (ICB)/Expedited Service</u>

Individual Case Basis (ICB) pricing, services, and arrangements may be developed by the Company upon request and offered at its discretion on a case-by-case basis to a customer or potential customer. ICB offerings will take into account special customer considerations including, but not limited to, bundled services, volume or term commitments, or a response to a competitive offering, and may differ from rates, terms or services otherwise found in this document. ICB rates and terms will be offered to the Customer in writing and a contract entered into between the Company and the Customer and provided on a non-discriminatory basis.

Charges may apply if the Customer requests service on an expedited basis, to cover the Company's costs of expediting. Expedites are only offered subject to Company approval.

3.8 <u>Cancellation</u>

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the Customer and The Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by The Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the Customer.

Cancellations after installation may result in charges as specified in customer contracts.

SECTION 4 – PRICE LIST

4.1 Payphone Fee

The Payphone Fee of \$.60 per use applies to calls placed from a public/semi-public payphone to a Company calling card, a customer's 1-8XX number, or a Company 1-8XX or other dial around number. The surcharge applies in addition to any other applicable service charges and surcharges

4.2 Inbound International Service (8XX Service)

This service is available where facilities permit and are available, by Windstream in its sole discretion, on an Individual Case Basis.

4.3 International LD Plan

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

4.3.1 Canada and Mexico:

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|-------------------------|-----------------|----------|----------|
| Canada | 1 | \$0.0500 | \$0.0500 |
| Mexico | 52 | \$0.0700 | \$0.0700 |

4.3.2 Caribbean:

| Calls from the U.S. to: | Area Code | Landline | Mobile |
|------------------------------|-----------|----------|----------|
| Anguilla | 264 | \$0.4100 | \$0.4100 |
| Antigua and Barbuda | 268 | \$0.3500 | \$0.3500 |
| Ascension Island | 247 | \$2.9000 | \$2.9000 |
| Bahamas | 242 | \$0.2700 | \$0.2700 |
| Barbados | 246 | \$0.6000 | \$0.6000 |
| Bermuda | 441 | \$0.1500 | \$0.1500 |
| British Virgin Islands | 284 | \$0.4500 | \$0.4500 |
| Cayman Islands | 345 | \$0.3000 | \$0.3000 |
| Dominica | 767 | \$0.4000 | \$0.4000 |
| Dominican Republic | 809 | \$0.2500 | \$0.2500 |
| Grenada | 473 | \$0.4000 | \$0.4000 |
| Jamaica | 876 | \$0.4000 | \$0.4000 |
| Montserrat | 664 | \$0.5200 | \$0.5200 |
| Saint Kitts and Nevis | 869 | \$0.4500 | \$0.4500 |
| Saint Lucia | 758 | \$0.4400 | \$0.4400 |
| Saint Maarten | 721 | \$0.4400 | \$0.4400 |
| Saint Vincent and Grenadines | 784 | \$0.4000 | \$0.4000 |
| Trinidad and Tobago | 868 | \$0.4000 | \$0.4000 |
| Turks Caicos Islands | 649 | \$0.5300 | \$0.5300 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

4.3.3 Other International Rates

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|--------------------------|--------------|----------|----------|
| Afghanistan | 93 | \$0.4000 | \$0.4000 |
| Albania | 355 | \$0.4400 | \$0.7500 |
| Algeria | 213 | \$0.4000 | \$1.0000 |
| Andorra | 376 | \$0.0700 | \$0.2794 |
| Angola | 244 | \$0.5600 | \$0.5600 |
| Antarctica | 672 | \$2.8000 | \$2.8000 |
| Argentina | 54 | \$0.1000 | \$0.3000 |
| Armenia | 374 | \$0.3500 | \$0.5900 |
| Aruba | 297 | \$0.2300 | \$0.3502 |
| Australia | 61 | \$0.1000 | \$0.2700 |
| Austria | 43 | \$0.2200 | \$0.5000 |
| Azerbaijan | 994 | \$0.5000 | \$0.5000 |
| Bahrain | 973 | \$0.2000 | \$0.2500 |
| Bangladesh | 880 | \$0.0800 | \$0.0800 |
| Belarus | 375 | \$0.5800 | \$0.5800 |
| Belgium | 32 | \$0.1700 | \$0.6200 |
| Belize | 501 | \$0.3800 | \$0.3800 |
| Benin | 229 | \$0.5800 | \$0.5800 |
| Bhutan | 975 | \$0.4500 | \$0.4500 |
| Bolivia | 591 | \$0.2500 | \$0.3500 |
| Bosnia Herzegovina | 387 | \$0.3500 | \$0.5700 |
| Botswana | 267 | \$0.4200 | \$0.4200 |
| Brazil | 55 | \$0.2000 | \$0.3800 |
| Brunei | 673 | \$0.3500 | \$0.3500 |
| Bulgaria | 359 | \$0.2000 | \$0.6500 |
| Burkina Faso | 226 | \$0.5000 | \$0.5700 |
| Burundi | 257 | \$1.0000 | \$1.0000 |
| Cambodia | 855 | \$0.1300 | \$0.1300 |
| Cameroon | 237 | \$0.4390 | \$0.5960 |
| Cape Verde | 238 | \$0.4200 | \$0.6000 |
| Central African Republic | 236 | \$0.6000 | \$0.7500 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|--------------------------------|--------------|----------|----------|
| Chad | 235 | \$0.9810 | \$0.9800 |
| Chile | 56 | \$0.2600 | \$0.3700 |
| China | 86 | \$0.0600 | \$0.0600 |
| Colombia | 57 | \$0.2000 | \$0.3000 |
| Comoros | 269 | \$0.7500 | \$0.7500 |
| Congo | 242 | \$0.7800 | \$0.7800 |
| Cook Islands | 682 | \$1.4000 | \$1.4000 |
| Costa Rica | 506 | \$0.2000 | \$0.2000 |
| Croatia | 385 | \$0.4000 | \$0.6000 |
| Cuba | 53 | \$1.2000 | \$1.2000 |
| Cyprus | 357 | \$0.1000 | \$0.3000 |
| Czech Republic | 420 | \$0.0500 | \$0.4600 |
| Democratic Rep of Congo Mobile | 243 | \$0.7500 | \$0.5000 |
| Denmark | 45 | \$0.0800 | \$0.3000 |
| Diego Garcia | 246 | \$2.7500 | \$2.7500 |
| Djibouti | 253 | \$0.6500 | \$0.6500 |
| East Timor | 670 | \$1.9000 | \$1.9000 |
| Ecuador | 593 | \$0.2500 | \$0.3500 |
| Egypt | 20 | \$0.1500 | \$0.2350 |
| El Salvador | 503 | \$0.3600 | \$0.3600 |
| Equatorial Guinea | 240 | \$0.8500 | \$0.8500 |
| Eritrea | 291 | \$0.4500 | \$0.4500 |
| Estonia | 372 | \$0.0600 | \$0.7600 |
| Ethiopia | 251 | \$0.4500 | \$0.4500 |
| Falkland Islands | 500 | \$2.9000 | \$2.9000 |
| Faroe Islands | 298 | \$0.2700 | \$0.4000 |
| Fiji | 679 | \$0.4800 | \$0.6000 |
| Finland | 358 | \$0.1000 | \$0.2000 |
| France | 33 | \$0.0800 | \$0.5900 |
| French Antilles Martinique | 596 | \$0.1500 | \$0.2700 |
| French Guiana | 594 | \$0.0700 | \$0.5000 |
| French Polynesia | 689 | \$0.4500 | \$0.5500 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|-------------------------|--------------|-----------|-----------|
| Gabon | 241 | \$0.8000 | \$0.8000 |
| Gambia | 220 | \$1.3000 | \$1.3000 |
| Georgia | 995 | \$0.5000 | \$0.7000 |
| Germany | 49 | \$0.0500 | \$0.2500 |
| Ghana | 233 | \$0.5000 | \$0.5000 |
| Gibraltar | 350 | \$0.3000 | \$0.3000 |
| Greece | 30 | \$0.0700 | \$0.3000 |
| Greenland | 299 | \$0.7100 | \$0.7100 |
| Guadeloupe | 590 | \$0.5000 | \$0.8400 |
| Guatemala | 502 | \$0.3000 | \$0.3000 |
| Guinea | 224 | \$0.8600 | \$0.8600 |
| Guinea Bissau | 245 | \$1.0000 | \$1.0000 |
| Guyana | 592 | \$0.5500 | \$0.8000 |
| Haiti | 509 | \$0.5400 | \$0.5400 |
| Honduras | 504 | \$0.4200 | \$0.5900 |
| Hong Kong | 852 | \$0.1000 | \$0.1000 |
| Hungary | 36 | \$0.0700 | \$0.3000 |
| Iceland | 354 | \$0.0700 | \$0.4800 |
| India | 91 | \$0.1870 | \$0.2200 |
| Indonesia | 62 | \$0.2000 | \$0.2000 |
| Inmarsat | 870 | \$13.6000 | \$13.6000 |
| International Networks | 883 | \$10.9000 | \$10.9000 |
| Iran | 98 | \$0.3500 | \$0.5000 |
| Iraq | 964 | \$0.3000 | \$0.6500 |
| Ireland | 353 | \$0.1000 | \$0.2000 |
| Israel | 972 | \$0.2600 | \$0.3800 |
| Italy | 39 | \$0.0700 | \$0.8000 |
| Ivory Coast | 225 | \$0.6000 | \$0.6500 |
| Japan | 81 | \$0.0700 | \$0.2700 |
| Jordan | 962 | \$0.3000 | \$0.3000 |
| Kazakhstan | 7 | \$0.3300 | \$0.3300 |
| Kenya | 254 | \$0.4000 | \$0.5000 |
| Kiribati | 686 | \$2.2500 | \$2.2500 |
| Kuwait | 965 | \$0.2000 | \$0.5900 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|-------------------------|--------------|----------|----------|
| Kyrgyzstan | 996 | \$0.4500 | \$0.4500 |
| Laos | 856 | \$0.1500 | \$0.7500 |
| Latvia | 371 | \$1.0000 | \$1.0000 |
| Lebanon | 961 | \$0.1400 | \$0.6000 |
| Lesotho | 266 | \$0.6800 | \$0.6800 |
| Liberia | 231 | \$0.7500 | \$0.7500 |
| Libya | 218 | \$0.4300 | \$0.4300 |
| Liechtenstein | 423 | \$0.1500 | \$0.5000 |
| Lithuania | 370 | \$0.3500 | \$1.0000 |
| Luxembourg | 352 | \$0.0700 | \$0.2000 |
| Macau | 853 | \$0.2500 | \$0.2500 |
| Macedonia | 389 | \$0.3000 | \$0.6500 |
| Madagascar | 261 | \$1.0000 | \$1.2400 |
| Malawi | 265 | \$0.6000 | \$0.7000 |
| Malaysia | 60 | \$0.1000 | \$0.2800 |
| Maldives | 960 | \$1.5400 | \$1.5400 |
| Mali | 223 | \$0.4500 | \$0.6500 |
| Malta Republic | 356 | \$0.3200 | \$0.4000 |
| Marshall Islands | 692 | \$0.6000 | \$0.6000 |
| Mauritania | 222 | \$0.8500 | \$0.9500 |
| Mauritius | 230 | \$0.4000 | \$0.8500 |
| Mayotte Island | 262 | \$0.4000 | \$0.6000 |
| Micronesia | 691 | \$1.1000 | \$1.1000 |
| Moldova | 373 | \$0.5500 | \$0.5500 |
| Monaco | 377 | \$0.1500 | \$0.7000 |
| Mongolia | 976 | \$0.2000 | \$0.8000 |
| Montenegro | 382 | \$0.3000 | \$0.6000 |
| Morocco | 212 | \$0.5000 | \$0.6000 |
| Mozambique | 258 | \$0.2000 | \$0.5500 |
| Myanmar | 95 | \$0.8000 | \$1.0400 |
| Namibia | 264 | \$0.2300 | \$0.5000 |
| Nauru | 674 | \$3.9600 | \$3.9600 |
| Nepal | 977 | \$1.0000 | \$1.0000 |
| Netherlands | 31 | \$0.0500 | \$0.5000 |
| Netherlands Antilles | 599 | \$0.3500 | \$0.3500 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|---------------------------|--------------|-----------|-----------|
| New Caledonia | 687 | \$0.3000 | \$0.5000 |
| New Zealand | 64 | \$0.0700 | \$0.2500 |
| Nicaragua | 505 | \$0.4200 | \$0.4200 |
| Niger | 227 | \$0.6300 | \$0.6300 |
| Nigeria | 234 | \$0.3000 | \$0.5000 |
| Niue Island | 683 | \$3.7500 | \$3.7500 |
| Norfolk Island | 6723 | \$3.7500 | \$3.7500 |
| North Korea | 850 | \$1.2500 | \$1.5000 |
| Norway | 47 | \$0.1000 | \$0.3900 |
| Oman | 968 | \$0.4000 | \$0.6500 |
| Pakistan | 92 | \$0.1500 | \$0.4000 |
| Palau | 680 | \$1.0000 | \$1.0000 |
| Palestine | 970 | \$0.3000 | \$0.3000 |
| Panama | 507 | \$0.2000 | \$0.4000 |
| Papua New Guinea | 675 | \$1.8000 | \$1.8000 |
| Paraguay | 595 | \$0.1000 | \$0.3000 |
| Peru | 51 | \$0.2000 | \$0.2000 |
| Philippines | 63 | \$0.1900 | \$0.3900 |
| Poland | 48 | \$0.0700 | \$0.3000 |
| Portugal | 351 | \$0.0700 | \$0.8800 |
| Qatar | 974 | \$0.3500 | \$0.4500 |
| Reunion Island | 262 | \$0.5000 | \$0.7500 |
| Romania | 40 | \$0.0700 | \$0.2000 |
| Russia | 7 | \$0.3500 | \$0.3500 |
| Rwanda | 250 | \$0.5500 | \$0.7500 |
| Saint Helena | 290 | \$2.7800 | \$2.7800 |
| Saint Pierre and Miquelon | 508 | \$0.6000 | \$0.7500 |
| San Marino | 378 | \$0.3700 | \$0.6700 |
| Sao Tome | 239 | \$1.9500 | \$1.9500 |
| Satellite | 881 | \$10.9000 | \$10.9000 |
| Satellite | 882 | \$10.9000 | \$10.9000 |
| Saudi Arabia | 966 | \$0.1500 | \$0.3000 |
| Senegal | 221 | \$0.4000 | \$0.7500 |
| Serbia | 381 | \$0.5800 | \$0.5800 |
| Seychelles | 248 | \$1.2000 | \$1.2000 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|---------------------------------------|--------------|----------|----------|
| Sierra Leone | 232 | \$0.8000 | \$0.8000 |
| Singapore | 65 | \$0.1000 | \$0.1500 |
| Slovakia | 421 | \$0.0700 | \$0.3500 |
| Slovenia | 386 | \$0.2700 | \$0.7600 |
| Solomon Islands | 677 | \$1.7500 | \$1.7500 |
| Somalia | 252 | \$0.8200 | \$0.8200 |
| South Africa | 27 | \$0.3100 | \$0.5400 |
| South Korea | 82 | \$0.0700 | \$0.1100 |
| South Sudan | 211 | \$0.4800 | \$0.4800 |
| Spain | 34 | \$0.0500 | \$0.3100 |
| Sri Lanka | 94 | \$0.3500 | \$0.3500 |
| Sudan | 249 | \$0.4000 | \$0.6500 |
| Suriname | 597 | \$0.2500 | \$0.6000 |
| Swaziland | 268 | \$0.4000 | \$0.4000 |
| Sweden | 46 | \$0.0700 | \$0.2900 |
| Switzerland | 41 | \$0.0500 | \$0.8000 |
| Syria | 963 | \$0.3000 | \$0.6000 |
| Taiwan | 886 | \$0.0700 | \$0.2000 |
| Tajikistan | 992 | \$0.2500 | \$0.3000 |
| Tanzania | 255 | \$0.6500 | \$0.6500 |
| Thailand | 66 | \$0.1000 | \$0.2000 |
| Тодо | 228 | \$0.6500 | \$0.8000 |
| Tokelau | 690 | \$2.9000 | \$2.9000 |
| Tonga | 676 | \$1.8000 | \$1.8000 |
| Tunisia | 216 | \$1.1300 | \$1.1300 |
| Turkey | 90 | \$0.2000 | \$0.3000 |
| Turkmenistan | 993 | \$0.2000 | \$0.4000 |
| Tuvalu | 688 | \$2.7500 | \$2.7500 |
| Uganda | 256 | \$0.5000 | \$0.5500 |
| Ukraine | 380 | \$0.3000 | \$0.3900 |
| United Arab Emirates | 971 | \$0.3000 | \$0.3000 |
| United Kingdom | 44 | \$0.0700 | \$0.6000 |
| Universal Personal Telecommunications | 878 | \$3.0000 | \$3.0000 |

4.3 International LD Plan (Continued)

Rates are per minute, calls will be billed in full minute increments unless otherwise contracted.

| Calls from the U.S. to: | Country Code | Landline | Mobile |
|-------------------------|--------------|----------|----------|
| Uruguay | 598 | \$0.1500 | \$0.4500 |
| Uzbekistan | 998 | \$0.2000 | \$0.2000 |
| Vanuatu | 678 | \$2.1500 | \$2.1500 |
| Vatican City | 379 | \$0.0700 | \$0.0700 |
| Venezuela | 58 | \$0.1000 | \$0.2000 |
| Vietnam | 84 | \$0.6300 | \$0.5000 |
| Wallis and Futuna | 681 | \$1.6700 | \$1.6700 |
| Western Samoa | 685 | \$1.8000 | \$1.8000 |
| Yemen | 967 | \$0.8500 | \$0.8500 |
| Zambia | 260 | \$0.6400 | \$0.7800 |
| Zimbabwe | 263 | \$0.2800 | \$0.7800 |