

**Frontier Communications of America, Inc.**  
**International Informational Price List**

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**SECTION 1 - DEFINITIONS**

Access Line

A dedicated arrangement which connects a customer location to the Carrier's NSC.

Administrative Change

The modification of an existing circuit, dedicated access line or port, at the request of the customer, that involves changes in authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than Carrier, or any other administrative change not covered by a Billing Record Change (See below for definition).

Frontier Access

A gateway service which allows customers to access (by dialing a toll free number) various information and communication services, using a calling card, either directly or with the aid of an interactive voice response unit.

Frontier CallNet 1+ (CallNet 1+)

A one-way, outbound, multipoint service designed primarily for low to medium-volume residential customers whose primary form of payment is via credit card.

Frontier CallNet Calling Card (CallNet Calling Card)

A gateway service which allows customers to access (by dialing a toll free number) various information and communication services, using a calling card, either directly or with the aid of an interactive voice response unit. Available only to CallNet 1+ customers.

Frontier Dial-1

A one-way, outbound, multipoint service designed primarily for low-volume residential users.

Frontier Edge

A two-way switched access service which provides commercial customers with mileage based per minute rates for both their inbound and outbound (1+) usage.

HomeSaver

A two-way switched access, non-mileage based service that provides both inbound and outbound (1+) services, and is designed primarily for low to medium volume residential customers.

Maxcess I, Maxcess II and Maxcess III

One-way, outbound, multipoint services which allow customers to originate calls via dedicated facilities. These services are designed to meet the needs of business users with (respectively) low, medium or high volume usage.

Vantage

One-way, outbound, multipoint service designed for business customers with medium to high volume usage.

MAX Communications

A long distance service designed specifically for commercial customers with low volume monthly usage. Dial 1+ and 800 per minutes usage rates are the same, and rates per minute are flat rated without respect to time of day.

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MaxSaver

A one-way, outbound, multipoint service designed specifically for residential customers with high amounts of evening and night usage.

Pacesetter

A one-way, outbound, multipoint service similar to Frontier Dial-1 service, but designed for business customers.

Premier and Premier Elite

One-way, outbound, multipoint services which are designed for business users with (respectively) medium and high volume usage to specified geographical locations.

Vantage

One-way, outbound, multipoint service designed for business customers with medium to high volume usage.

AllSaver

A virtual dedicated access outbound product.

Pacesetter Plus

A one-way, outbound, multipoint service similar to Frontier Dial-1 service, but designed for business customers.

Solution I, Solution II, Solution III and Solution IV

One-way, outbound, multipoint services which allow customers to originate calls via switched (Solution II, III and IV) or dedicated facilities(Solution I). These services are designed to meet the needs of business users with (respectively) low, medium, medium-high or high volume usage.

Spectrum

A personal communication service which allows the customer to dial a customer-specific 800 telephone number, enter a four digit personal identification routing number (PIRN), and gain access to information, travel, and voice mail services.

Application for Service

A standard Carrier order form which includes all pertinent billing, technical and other descriptive information which will enable Carrier to provide the communication service as required. The order form may be completed by Carrier using information obtained by telephone from the customer.

Authorization Code

A numerical code, one or more of which is made available to customers requiring identification of individual users or groups of users on his/her account and to allocate the costs of their services accordingly.

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**SECTION 1 - DEFINITIONS**

Authorized User

A person, firm, corporation or other entity authorized by a customer to receive or send communications. Authorization includes, without limitation, 1) the use of the customer's Authorization Code where the Authorization Code has been made known to the user by the customer, its employees or agents, and 2) the use of customer's phone when Equal Access Dialing is used.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Billing Record Change

A change in customer billing address or a change from one billing package to another using the same access method.

Canada

Canada refers to the geographical territory of the Canadian provinces identified as including the telephone area codes of 204, 306, 403, 416, 418, 506, 514, 519, 604, 613, 705, 709, 807, 819 and 902.

Cancellation of Order

A customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier

The issuing or concurring carriers, unless otherwise specified.

Carrier Recognized Holidays

New Year's Day	Observed on January 1
Fourth of July	Observed on July 4
Labor Day	Observed on first Monday of September
Thanksgiving Day	Observed on last Thursday of November
Christmas Day	Observed on December 25

Circuit Termination

The point at which Carrier's circuit originates, terminates, or drops for the insertion or removal of a customer's signal.

Company

Issuing or concurring carriers, unless otherwise specified.

Customer

The person, firm, corporation or other entity which uses, causes the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations.

Customer-Provided Terminal Equipment

Terminal equipment, as defined herein, provided by a customer.

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**SECTION 1 - DEFINITIONS**

Dedicated Access

Service which provides the customer with an exclusive dedicated connection between the customer's premises and the Carrier's terminal location.

Dial Access

Service which provides the customer with access to the Carrier's network via customer provided or secured telephone line or lines.

Disconnection

The disconnection of an installed circuit, dedicated access line, or other dedicated facility used for existing service.

Domestic

Domestic refers to points within the United States as defined herein.

Equal Access Dialing

The use of service through local telephone company's access facilities allowing the customer to access Carrier's NSC through either a "1+" or a 10XXX dialing sequence. Customers using Equal Access Dialing shall be billed to the telephone number from which the Equal Access Dialing originates.

Excessive Call Attempt

A customer attempt to make a call over the Carrier's network, using an invalid authorization code, during a measured 1/4 hour period within which 10 or more incomplete call attempts are made by the customer from the same customer line and where those attempts do not complete because the customer has not used a valid authorization code.

Expedited Service Order

A service order which, in compliance with a customer's request, is completed in a time period shorter than the Carrier's standard service interval.

Installation

The connection of a circuit, or dedicated access line, for new or additional service.

Interexchange Carrier

A person, firm, corporation or entity regulated by the FCC or by any state public utility commission which sells communication services to the public for profit, including resellers.

Joint User

A person, firm, or corporation designated by the customer as a user of communication facilities furnished to the customer by the Carrier, and to whom a portion of the charges for such facilities are billed under a joint user arrangement.

Metered Service

Long distance, measured time, and distance sensitive communications service.

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**SECTION 1 - DEFINITIONS**

Metropolitan Area Terminal City

Locations where Carrier maintains a terminal facility for purposes of providing service offerings as described herein.

Network Switching Center (NSC)

Any location where the Carrier has a network switch installed.

Network Trunks

Access lines, interswitch trunks, and circuits connecting services and facilities of the Carrier or other carriers to the Carrier's NSC's.

Nonspecific Accounting Codes

These codes do not have specific numbers designated by the customer. All numbers from 001-999 are preprogrammed into the switch for these customers. Therefore any 3 digit number entered by the customer will allow the call to be completed.

Off-Hours Traffic

All traffic which occurs at any time other than during the business day period (Monday-Friday, 8 a.m. to 5 p.m.) except specified Carrier holidays.

Off-Network Access Line

A local exchange, foreign exchange, or WATS line connecting both incoming and outgoing traffic from the Carrier's switched service network to the public switched network.

Physical Change

The modification of an existing circuit, dedicated access line or port, made at the request of the customer, requiring equipment or facility rearrangement.

Premises

The space designated by a customer at its place or places of business for termination of the Carrier's service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place of business.

Primary Interexchange Carrier

The interexchange carrier designated by the customer or assigned by the local exchange carrier to which interstate calls are automatically routed without the use of an access code by the customer.

Service Group

One or more dedicated access lines terminated in the same multiline terminating device at the same time.

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**SECTION 1 - DEFINITIONS**

Special Promotional Offering

Special discounts or modifications of its regular service offerings which the Carrier may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times and locations.

Specific Accounting Codes

These codes are those numbers which are designated by the customer and entered against a unique trunk type for that customer. If any accounting code other than those designated by the customer are used, the call will not be completed.

Terminal Equipment

Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets or dialers.

Terminal Location

Any Carrier facility location from which services described herein are provided.

United States

The District of Columbia, the fifty states, and the offshore points of Puerto Rico and the Virgin Islands.

WATS Plus Management Service (WPMS)

A specialized program for major users of WATS services that provides many features including volume discounts and a WATS Plus Management Report for multiple location users.

800

Any tariff reference to an "800" number includes the "888" number and other toll-free numbers as may be established by the North American Numbering Plan Administrator.

Simply International

is a long distance optional International Plan that is available to any subscriber of a Frontier Digital Phone package. Customers who select Simply International have the ability to select any Block of Time (BOT) from up to four International regions for a monthly fee. There will be a monthly fee for each of the blocks-of-time. Each block-of-time includes rollover minutes.

**SECTION 2 - RULES AND REGULATIONS**

This tariff contains the regulations and rates applicable to the provision of services described herein of the Issuing Carriers of this tariff, hereinafter referred to as the Carrier, Company or Frontier.

All terms and conditions and limitations of liability contained in this tariff apply to all services provided by Carrier, including those where charges are established pursuant to contract.

**GENERAL DESCRIPTION**

Carrier is a specialized common carrier providing communications long distance telephone service to customers for their direct transmission and reception of voice, data and other types of telecommunications. International communication services are provided only in conjunction with Carrier's domestic interstate communication services.

Customers may originate calls over switched services several ways; when the customer dials the desired telephone number (including an area code or country/city code); by dialing 10XXX then the desired telephone number; or, on a dial-up basis by calling the local access number or an 800 service number. Access may be provided over a dedicated access line or switched access line, the DAL may be provided by the Carrier or the customer. When the customer provides the access arrangement, the Carrier can act as the customer's agent in obtaining access, but must in any event approve the design of any dedicated access facility the customer proposes to use. When a call, for some services, is originated using a local access or 800 service number, the Carrier's equipment may, for certain services, answer the access call with a computer tone. The customer may enter additional routing and identifying information. In these instances, communication charges will commence and terminate when the Carrier's switch determines that the call has commenced and terminated, respectively.

The customer's monthly usage charges are assessed based upon the time the customer uses the Carrier's intercity communication facilities as measured by the Carrier's electronic switching equipment, together with his use of service option, if any. Unless otherwise specified, calls will be measured from the time that either the calling or called party disconnects from the call, as indicated by answer supervision. No charge is made for calls not completed. It is not the Carrier's policy to charge a customer for uncompleted calls. A customer may dispute any charges by contacting the Carrier's Customer Services Department and proper credits will be issued if, upon investigation, the disputed charges are found to be incorrect.

For billing purposes, the duration of each call will be rounded as specified in the description of each service option in the following sections. The rates per minute charged for service are set forth in this tariff.

At additional cost, and subject to availability, the customer may use accounting codes to identify the users or user groups on his account and to allocate the cost of his service accordingly. The numerical composition of such codes shall be set by the Carrier to assure compatibility with Carrier's accounting and automation systems and to avoid duplication of accounting codes.

Customer orders for special services, technical assistance, equipment or non-routine maintenance and/or installation (the "Special Services"), if available, shall be subject to additional charges determined on a case by case basis as described in this tariff. Should the Carrier agree to provide a Special Service and the customer cancels his/her order prior to the commencement of a Special Service or before completion of a minimum period of usage mutually agreed upon by the parties, a charge shall be payable by the customer for the nonrecoverable portions of expenditures or liabilities incurred by the Carrier as a result of the Carrier's order.

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**SECTION 2 - RULES AND REGULATIONS**

**GENERAL DESCRIPTION** (Cont'd)

For service that involves the use of an authorization code, Company may assess a network blocking charge on customers for each excessive call attempt as set forth in this tariff - Network Blocking, as well as any other usage, recurring and non-recurring charges as set forth in this tariff. These charges do not constitute liquidated damages, accord any satisfaction, compromise or settlement of any dispute and are in addition to any Civil or Criminal liabilities of the customer for unauthorized use of the Carrier's network.

Company may assess an access charge to aggregators who route operator service calls to the Carrier's network to recover the costs of routing and blocking such all attempts. Such access charge is set forth in this tariff.

The subscriber must obtain an adequate number of access lines for any of Carrier's 800 service to handle the subscriber's expected demand in order to prevent interference or impairment of this service and or any other service provided by the Carrier considering (1) total call volume; (2) average call duration; (3) time-of-day characteristics and (4) peak calling period. The Carrier, without incurring any liability, may disconnect or refuse to furnish any 800 service to a subscriber that fails to comply with these conditions. In case of disconnection, the subscriber will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.

Reservation of an 800 number may be controlled by an independent third party, and is subject to availability of the number at the time a written request is fully processed by all involved parties. Carrier confirmation of verbal requests made prior to receipt of a written request is not binding on Carrier.

Use of Carrier 800 inbound services and 800 telephone numbers is expressly subject to any 800 service policies The Company may implement or may be required to implement from time to time. Customer shall not sell, broker, barter, assign, transfer or release for a fee (or otherwise) any 800 number with respect to Company assigned 800 numbers, Company shall be deemed the responsible organization (Resp Org). In addition to any other limitations on liabilities contained herein, customer indemnifies and holds Company harmless from all liabilities associated with customer's use of an 800 number including without limitation the premature or incorrect publication or advertisement of an 800 number. Upon cancellation or termination of any 800 service that uses an 800 number that is or may be shared Customer forfeits entirely the right to continued use of the 800 number. If at the time of cancellation of inbound services the customer owes an outstanding balance (30 days or more) to the Resp Org on its Frontier account, the Customer's 800 number shall not be released to another long distance carrier or Resp Org.

It is unlawful to use any telephone number beginning with an 800 service access code, or any other telephone number advertised or widely understood to be toll free, in a manner that would result in: (a) the calling party or the subscriber to the originating line being assessed, by virtue of completing the call, a charge for the call; (b) the calling party being connected to a pay per call service; (c) the calling party being charged for information conveyed during the call unless the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data information services, simultaneous voice conversation services, or products.

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**SECTION 2 - RULES AND REGULATIONS**

**GENERAL DESCRIPTION** (Cont'd)

The General Regulation applicable to all domestic and international services, are set forth herein. The detailed product descriptions and rates for international services are found in this tariff.

If, during any one month period, inadequate terminating customer facilities or arrangements result in an unreasonably high number of incomplete 800 calls (as defined as meeting the conditions below) on any customer's 800 service number, a charge of \$.10 will be assessed for each incomplete 800 call during that month if all or any of following conditions (i.e., conditions "a," "b," and "c," or condition "d") have been met:

- a) more than 500 incomplete 800 calls occur in that month,
- b) the number of incomplete 800 calls is greater than 20% of the total number of 800 call attempts in that month on that 800 number, and,
- c) the number of incomplete calls in that month multiplied by an incomplete 800 call rate of \$.10 per call is greater than 7% of the total charges billed to the customer in that month's invoice; or,
- d) the total number of incomplete 800 calls in that month is greater than 5,000.

If, within four weeks of the invoice date of the first assessment of incomplete 800 call charges, the customer 1) takes the necessary actions to prevent the future occurrence of incomplete 800 calls (other than terminating the account), 2) provides documented proof that such actions have been successfully implemented within that four week period, and, 3) requests in such writing a credit for only the initial and subsequent month's assessment of the incomplete 800 call charges, the customer may receive a one time credit of such initial and second month incomplete call charges.

At the Company's option, the Company may either (1) directly bill a customer for any dedicated access line charges of a local exchange carrier or alternate access provider that are incurred by the Company on behalf of the customer, or (2) require the customer to be billed directly by the customer's local exchange provider or alternate access provider for any charges associated with dedicated access lines required to access a Company's dedicated service option.

**LIMITATIONS OF SERVICE**

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Carrier reserves the right not to provide service to or from a calling location or types of calling locations where the necessary facilities or equipment are not available, or where a pattern of calling reasonably evidences suspected fraudulent or unauthorized calling between those locations.

The Carrier reserves the right to discontinue or suspend furnishing service, without written notice, when necessitated by conditions beyond its control, when the customer is using the service in violation of the provisions of this tariff, or in violation of the law, the network is or could be placed in peril by customer's use.

Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

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**SECTION 2 - RULES AND REGULATIONS**

**USE OF SERVICE**

The services offered herein may be used for the transmission of communications to or by the customer.

Service shall not be used for any unlawful purpose, including, but not limited to, the resale of such service without the necessary certificates of authority for such resale, or without complying with other legal requirements for such resale as may be required by the Communications Act of 1934, the rules and regulations of the Federal Communications Commission, and the statutes or regulations of any state.

**INTERCONNECTION**

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

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's facilities. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

**BASIC TERMS AND CONDITIONS OF SERVICE**

Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than thirty (30) days' notice.

Service is offered on a monthly basis.

For the purpose of computing charges in this tariff, a month is considered to have 30 days.

The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.

Where specified, a monthly minimum usage level (MMUL) has been established for each term plan option. Where specified, a MMUL, or Minimum Usage Guarantee (MUG), has been established for each term plan option. Charges for all services billed on the Customer's monthly invoice (including services provided by affiliated local service providers), exclusive of "pass-thru" charges and governmental assessments, will be counted toward the Customer's MMUL/MUG.

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**SECTION 2 - RULES AND REGULATIONS**

**BASIC TERMS AND CONDITIONS OF SERVICE** (Cont'd)

If a Customer terminates service prior to the completion of their then-current term of service, a monthly termination penalty equal to the MMUL of the Customer -selected term plan will be assessed for each month remaining on the term plan.

The penalty will not be assessed on those Customers who have met the exemption criteria set forth in any applicable Customer Satisfaction Guarantee. In states where no corresponding intrastate tariff provision exists, the termination penalty will be deemed to be exclusively interstate in nature.

In addition, all term plans will automatically renew for successive periods of twelve months (15 months for Value Net term plans) unless the Customer notifies the Carrier in writing prior to the expiration of their then-current term plan that they intend to terminate the agreement at the completion of its term. The Carrier will inform the Customer of its auto-renewal provision when service is initially offered. In addition, the Carrier will also notify the Customer of this provision at least 60 days prior to the expiration of their then-current term.

**PAYMENT AND BILLING**

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Charges based on actual usage subject to all minimum charge provisions during a month will be billed monthly in arrears. Charges for installation, physical or administration changes, or for cancellation of orders are payable upon completion.

The Carrier shall bill on a current basis all charges incurred by and credits due to the Customer. The Carrier shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage.

Bills will be payable upon receipt. Interest at the rate of 1.5% or \$7.50, whichever is greater, per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may be applied in accordance with Carrier's standard credit policy to any unpaid amount commencing 20 days after the statement date. (N)

Carrier may require customer to submit a formal credit application. Applicants for service or customers whose financial condition is not acceptable to the Carrier or is not known to the Carrier, may be required at any time to make a deposit up to an amount equaling the installation charges, if applicable and/or up to three months actual or estimated charges for the services to be provided. Carrier may also require customers to provide other assurances of payment through the use of credit cards, bank accounts, debits or similar means. In the case of a cash deposit, interest at the rate paid in that locality for escrow accounts, not to exceed 6% simple interest, will be paid for the period during which the deposit is held by the carrier. At the Carrier's option, such deposit may be refunded or credited to the customer at any time prior to termination of service. For the purpose of billing, the start of service is the day of acceptance by the customer of the Carrier's service

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**SECTION 2 - RULES AND REGULATIONS**

**PAYMENT AND BILLING** (Cont'd)

The end of service is the last day after receipt by the Carrier of notification of discontinuance as described in this tariff.

The Carrier, at its option, may terminate service for nonpayment after written notification has been made to the customer of delinquency.

A reasonable handling charge, not less than \$10.00, will be assessed for all checks returned by the drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

The customer shall give the Carrier prompt written notice of any disputed charges appearing on an invoice. After receiving notice of a dispute, the Carrier shall take reasonable steps to resolve such disputes. The customer shall pay all non-disputed charges while resolution of the disputed charges is pending.

In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rate of one and one-half (1-1/2%) percent simple interest per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

Customer and Carrier agree that, absent another Carrier designation to customer or other provision of law, an action to recover Carrier's charges or fees for services provided to customer that remain unpaid or delinquent, and to otherwise enforce the Terms of the service agreement between Carrier and Customer, shall lie if brought and maintained in a court of competent jurisdiction located in Michigan, where Carrier's retail accounts are normally supported. Customer and Frontier accept the jurisdiction and venue of such courts and shall not object to their jurisdiction and venue. Carrier may also initiate an action to collect unpaid charges or fees and to enforce terms and conditions in any other place where customer is subject to jurisdiction and services.

To obtain credits for wrong numbers, cut-offs or poor transmission of calls, the customer has the following options: 1) an immediate inconvenience credit may be obtained for wrong number, cut-offs and poor transmission of calls by calling the Company's Customer Service Department. The immediate credit given may not be equal to the actual charge of the call in question or; 2) the customer has the option upon obtaining their monthly invoice, to identify the specific charge for which they request adjustment and submit a copy of the invoice to the Company's Customer Service Department to receive the requested credit. The credits for these calls are set forth in this tariff. The Company reserves the right to determine what charges in question receive a credit.

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**SECTION 2 - RULES AND REGULATIONS**

**LIABILITY**

The entire liability of the Company for all claims of whatever nature arising out of the Company's provision of the services and not caused by the customer's negligence, shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of service during which any mistake, omission, interruption, delay, error or defect in the services of the Company's equipment or any other event of action giving rise to a claim, occurs. The Company's liability for its willful misconduct, if any, is not limited by its tariffs. In no event shall the Company be liable for special, punitive, consequential or incidental damages. The Company disclaims any express or implied warranties with respect to the services of company equipment, including without limitation, any implied warranties or merchantability and fitness for a particular purpose.

The Company is not liable for any act of omission of any other company or companies furnishing a portion of the service.

The Company shall be indemnified and held harmless by the customer against:

- a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities.
- b) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer.
- c) All other claims arising out of any act of omission of the customer in connection with any service provided by the Company.

The Company shall not be liable for and the customer indemnifies and hold the Company harmless from any and all loss, claims, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person, or persons, and for any loss, damages, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, of for any incidental, special or consequential damages including interruption to business, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment provided by the Company (e.g., including but not limited to autodialers jacks, antennas, etc. ) or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition. location or use is not the direct result of the Company's intentional acts. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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**SECTION 2 - RULES AND REGULATIONS**

**LIABILITY (Cont'd)**

In no event shall the Company be liable to any customer for any damages caused by act of omission of any local exchange carrier or other third party in establishing the Company as the customer primary interexchange carrier. The Company shall not be liable for any charges billed to the customer by another carrier caused by a local exchange carrier's failure to process a request designating the Company as the customer's primary interexchange carrier or caused by any act or omission of any third party.

The Company reserves the right to transfer customer accounts to other carrier at the Company's sole discretion. The Company is not liable do any losses, damage, claims, suits, or other actions asserted by the customer due to the policies, procedures, service quality, or charges instituted by a carrier to who the Company transfers customer accounts.

**INTERRUPTION OF SERVICE**

Credit allowance for interruptions of service which are not due to the Carrier's testing or adjusting, or due to the negligence of the customer, or to the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify the Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within his control, or is not in the wiring or equipment connected to the terminal of the Carrier.

**RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**DISCONTINUANCE BY CARRIER**

The Carrier, by written notice to the customer, may immediately discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 1) Nonpayment of any sum due to the Carrier for service for more than 30 days beyond the date of rendition of the bill for such service;
- 2) A violation of any regulation governing the service under this tariff;
- 3) A violation of any law, rule or regulation of any government authority having jurisdiction over the service;
- 4) The Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

The Carrier may discontinue service without written notice to the customer after the customer has not used his service for three consecutive months.

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**SECTION 2 - RULES AND REGULATIONS**

**CANCELLATION BY CUSTOMER**

Service will be provided until canceled by the customer. Cancellation by the customer must be provided in writing, on not less than thirty (30) days' notice. If a customer orders service and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon, in writing, by the customer and the Carrier, 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 Carrier and not fully reimbursed by any assessed installation, minimum, and monthly charges (including those for the minimum service period). If, based on such an order, any construction has either begun or been completed, and no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

**INSPECTION, TESTING AND ADJUSTMENT**

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements except as provided below.

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**CHANGE IN SERVICE AGREEMENT**

When a change in service arrangement involves the continued use by the customer of circuits furnished by Carrier, installation charges do not apply to the circuits continued in use. The minimum service period for the circuits contained in use is determined from the date of the initial installation thereof.

**LOCAL CHARGES**

In certain instances, the customer may be subject to local telephone charges or message unit charges in using Carrier's service. Carrier is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Carrier's intercity network.

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**SECTION 2 - RULES AND REGULATIONS**

**TAXES AND SURCHARGES**

Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, utility, other assessments, taxes or fees including such amounts as Carrier may be authorized to pass through to the customer.

When utility or telecommunications assessments, **gross receipts taxes, regulatory fees, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees**, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees may be billed to customers in such a taxing jurisdiction on a prorated basis.

The amount of charge that is prorated to each customer's bill is determined by the interstate telecommunications services provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

A surcharge will be assessed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy an ad valorem tax on the Company's interstate property located in that state. This surcharge is based on property located in that state and used by the Company to provide interstate service. The surcharge is derived by using the ratio of interstate revenue to total revenue from all states which levy an ad valorem tax on the Company, multiplied by total ad valorem taxes imposed in those states. Pending the conclusion of any challenge to a Jurisdiction's right to impose an ad valorem Tax, or gross revenue receipts tax, the Carrier may elect to impose and collect a surcharge covering Such a tax, unless otherwise constrained by court Order or direction, or it may elect not to impose and collect the surcharge.

If it has collected a Surcharge and the challenged tax is found to have been unenforceable, the carrier, in its sole discretion, will either reduce service rates, for a fixed period of time in the future in order to flow-through to the customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the carrier, or its affiliates, or if they were delivered over to the Taxing jurisdiction and returned to the carrier, or its affiliates, or negotiated an arrangement with the taxing jurisdiction that benefits customers in the Jurisdiction in the future.

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**SECTION 2 - RULES AND REGULATIONS**

**TAXES AND SURCHARGES (CONT'D)**

Said surcharge will recover the amounts the FRONTIER COMMUNICATIONS OF AMERICA are required to compensate payphone service providers and any such costs incurred by the FRONTIER COMMUNICATIONS OF AMERICA in complying with such compensation requirements.

Pursuant to the Telecommunications Act of 1996, as implemented by the Federal Communications Commission (FCC), the FRONTIER COMMUNICATIONS OF AMERICA are required to pay into a federally-mandated "Universal Service Fund" by means of "contribution factors" assessed on all or part of the FRONTIER COMMUNICATIONS OF AMERICA' interstate and international revenues. The "Universal Service Fund" provides federally-subsidized affordable access to modern telecommunications and information services for schools, libraries, and rural health care facilities who meet specific eligibility standards, as well as provides support to specified federal "Lifeline", Link-up" and "High Cost Fund" programs used to subsidize local telephone service.

In accordance with FCC guidelines set forth in Order No. 97-157, the FRONTIER COMMUNICATIONS OF AMERICA have elected to pass-through these Universal Service Fund Costs to all retail customers. Accordingly, effective April 1, 2003, the FRONTIER COMMUNICATIONS OF AMERICA will begin assessing a **8.7%\*** "Universal Service Fund (USF) Recovery Charge" on all interstate and international usage, including those charges billed on the FRONTIER COMMUNICATIONS OF AMERICA' behalf by a third party agent with the capability to assess such a surcharge.

The USF Recovery Charge will be assessed beginning April 1, 2003 in those geographic areas where billing and collection services are provided by a Local Exchange or a Competitive Local Exchange Carrier affiliated with the FRONTIER COMMUNICATIONS OF AMERICA.

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**SECTION 2 - RULES AND REGULATIONS**

**TERMINAL EQUIPMENT**

The Carrier's facilities and service may be used with or terminated in customer-provided terminal equipment or customer-provided communication systems, such as teleprinters, handset or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at their premises, including customer personnel, wiring, electrical power and the like, incurred in customer use of Carrier's service.

When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to the customers. Additional protective equipment, if needed, shall be employed at the customer's expense. When service using local telephone company voice grade facilities is terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the following minimum protective criteria:

When the facilities furnished under this tariff are used in common with local telephone company system services, it is necessary, in order to prevent excessive noise and crosstalk, that the power of the signal applied to local telephone company lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by the Carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

To protect the telecommunications services from interference at frequencies which are above the band of service provided, the Carrier will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications system at the point of termination to ensure that the input to local telephone company facilities does not exceed the limits indicated:

- (a) The power in the band from 3,995 Hertz to 4,000 Hertz shall be at least 18 dB below the power of the signal as specified in subsection (1) preceding.
- (b) The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- (c) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
- (d) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- (e) The power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

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**SECTION 2 - RULES AND REGULATIONS**

**TERMINAL EQUIPMENT** (Cont'd)

Where there is connection via customer-provided terminal equipment or communications system to a Message Telecommunications Service to prevent the interruption or disconnection of calls, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

Where such customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) following:

The maximum rms (root-mean-square) value, including dc and ac components, of the current per conductor shall not exceed 0.35 ampere.

The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

The conductor voltage shall be such that the conductor-to-ground voltage limit in (b) preceding applies to the conductor-to-conductor voltage.

The total weighted rms voltage within the band from 50 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

<u>for frequencies between</u>	<u>weighting factor</u>
50 Hertz and 100 Hertz	f /10
100 Hertz and 300 Hertz	f /10

where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

The customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Carrier. The customer shall ensure that his terminal equipment is properly interfaced with the Carrier's facilities, that the signals emitted into the Carrier's facilities are of the proper mode, band-width, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage the Carrier's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Carrier's equipment, personnel, or the quality of service to other customers, the Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Carrier may, upon written notice, terminate the customer's service.

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**SECTION 2 - RULES AND REGULATIONS**

**CREDIT REGULATIONS**

Pursuant to limitations set forth in this tariff, the following will apply:

**INTERRUPTION OF SERVICE**

- a) No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- b) Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Carrier. As used in this tariff, all equipment, facilities and/or services for which the Carrier renders a bill for payment are considered provided by the Carrier whether or not the equipment, facilities and/or services are owned and operated by the Carrier.
- c) No credit will be allowed:
  - For failure of service or equipment due to customer or authorized user-provided facilities.
  - For failure of service or equipment due to negligence or willful acts of the customer or his authorized user.
  - For unauthorized use by agents, employees, or representatives of the customer.
- d) Credit allowance for failure of service or equipment starts when the customer notifies the Carrier of the failure or when the Carrier becomes aware of the failure, and ceases when service has been restored and/or the equipment becomes operational.
- e) The customer shall notify the Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer-provided facilities.
- f) Credit will be allowed only for disabled portions of the service or equipment.
- g) The Carrier, at its option, may deny a customer request for credit in accordance with Carrier's standard credit policy against charges incurred for service provided by another carrier where notification of alleged inferior or inadequate service has not been received by Carrier's Customer Service Department within 24 hours of the occurrence. No credit will be allowed absent such notification.

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**SECTION 2 - RULES AND REGULATIONS**

CREDIT REGULATIONS (Cont'd)

OUTAGE CREDIT

- a. For the purposes of this tariff, all months contain 30 days. Service and equipment offered by the Carrier are on a 24 hour per day, seven days per week basis unless specifically stated otherwise.
- b. For purposes of credit computations, every month shall be considered to have 720 hours.
- c. No credit shall be allowed for an interruption of less than 2 hours.
- d. The customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof.
- e. Where a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof.

CANCELLATION CREDIT

Where the Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

When a customer or the carrier cancels a service or feature associated with a service (for example accounting codes), associated monthly recurring charges previously billed will not be refunded or prorated for any unused portion of the current billing period.

CREDIT FORMULA

$$\text{Credit} = \frac{T \times C}{24}$$

"T" is outage time in hours

"C" is total daily charge for affected facility.

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**SECTION 2 - RULES AND REGULATIONS**

CREDIT REGULATIONS (Cont'd)

SCHEDULE OF IMMEDIATE CREDITS FOR DOMESTIC CALLS

Immediate credits will be given for calls which are cut-off, calls to a wrong number and calls with poor transmission quality. Credits are determined as follows:

- a) Credit for calls to a wrong number will equal the normal one minute charge for that call based on caller's service option, distance called and time of day.
- b) Credit for calls which are cut off will equal the normal two minute charge for that call based on caller's service option, distance called and time of day.
- c) Credit for calls with poor transmission quality will equal the normal three minute charge for that call based on caller's service option, distance called and time of day.

CALCULATION OF DISTANCE

Mileage between domestic locations will be determined by applying the formula listed below to the Vertical and Horizontal coordinates set forth in AT&T's domestic Tariff Number 10 incorporated by reference herein.

The airline mileage between two locations may be calculated using the Vertical (V) and Horizontal (H) coordinates set forth in Part B of AT&T's Table II according to the following formula:

$$\frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

where  $V_1$  and  $H_1$  correspond to the V & H coordinates of Location 1 and  $V_2$  and  $H_2$  correspond to the V & H coordination of Location 2.