

**FIDELITY LONG DISTANCE, INC.
INTERNATIONAL RATES, TERMS AND CONDITIONS**

STATEMENT OF ORIGINATION

The Company's services are offered from all originating locations throughout the United States, served by the Company.

APPLICATION OF DOCUMENT

This document contains the regulations and rates applicable to the furnishing of Resale International Switched Voice Service by Fidelity Long Distance, Inc. ("Fidelity") between its Customers and overseas points as listed herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like limitations.

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

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

CNMI	-	The Commonwealth of Northern Marianna Islands
C.O.	-	Central Office
FCC	-	Federal Communications Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange
Fidelity	-	Fidelity Long Distance, Inc.

Definitions

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

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Business Customer - For the purpose of this document, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

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

Commission - The Federal Communications Commission.

Company - Fidelity Long Distance, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's document.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this document. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Incomplete call - A call in which no Called Station was reached by the Caller (i.e. busy signal or no answer).

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LEC - Local Exchange Company

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Premises - A building or buildings on contiguous property.

Residential Customer - For the purpose of this document, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Switched Access - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

Travel Card - A proprietary calling card offered by the Company, which is accessed by dialing a Company-provided access number.

United States - As used in this document, the term "United States" refers to the contiguous United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

SECTION 2 - TERMS AND CONDITIONS

Undertaking of the Company

- The Company offers international telecommunications service in conjunction with interstate and intrastate service.
- The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this document. The Company may act as the Customer's agent for ordering access connection facilities provided by other companies or entities, when authorized by the Customer. The Company's services are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours per day.
- No charges apply to incomplete calls.

Location of Service

- Service originates from or terminates to locations served by the Company.

Limitations on Service

- Service is offered subject to the availability of the necessary facilities and subject to the provisions of this document.
- To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this document, the document shall prevail.
- Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this document, or for non-payment by Customer.
- Service provided under this document is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this document, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.

- Customer may request Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Company for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Company to Customer, its affiliates, or other designated entities.
- Service may not be used for any unlawful purpose.

Limitations on Liabilities

- In view of the fact that the Customer has exclusive control of his or her communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness of errors incident to the service and to the uses of such facilities and services of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- The Company's failure to provide or maintain facilities under this document shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions of this document.
- No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment of such facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- If a Customer's service is interrupted other than by negligence or willful act of the Customer, and it remains out of order for two normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustments or refunds shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be pro rata part of the month's lat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- The Company's liability, if any, for its gross negligence or willful misconduct is not limited by the document. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipments, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use

thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of any other carrier shall be deemed to agents or employees of the Company.

- The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this document. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer, under this document as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and /or provided by the Customer, that are transmitted over Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

Cancellation, Discontinuance, or Interruption of Service by Company

- Without incurring any liability, Company may under the following conditions cancel Service prior to commencement or discontinue or interrupt Service that is being furnished, provided that, unless otherwise stated, Customer shall be given ten (10) days written notice of such cancellation, discontinuance, or interruption of Service.
 - For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.
 - For Customer's refusal to provide reasonable access to Company or its agents for the purpose of inspection and maintenance of equipment owned by Company.
 - For noncompliance with any of the provisions of this document governing Service.

- For nonpayment of any sum due Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or Service to others.
- Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Company may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Company an amount reasonably estimated by Company as the loss in revenues to Company resulting from such unauthorized use plus claims lodged against Company by third parties.
- Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Company from furnishing Service to Customer.

Cancellation or Termination of Service by Customer

- Customer may, at its option, cancel or terminate the use of Service in accordance with the terms of the Customer's contract, if applicable, or, if no contract exists, the Customer may, at its option, cancel or terminate the use of Service at any time.
- If Customer orders Service from Company which requires special construction or facilities for its use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Company.

Restoration of Service

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

Payment and Billing

- Service is billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance.
- Bills are due and payable upon receipt. Residential Customers shall have at least twenty-one (21) days from the rendition of the bill to pay the charges stated thereon. A late payment charge of 1.5% applies to all non-residential overdue balances.

- The security of Authorization Codes used by Customer are the responsibility of Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer or, in the case of Prepaid Calling Service, shall be deducted from Customer's account.
- Company reserves the right to examine the credit record of Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.
- Company reserves the right to collect a deposit, or obtain other forms of security, from a Customer who fails to comply with the payment terms of an applicable Service Agreement or this document.
- Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days after receipt of bill. Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Minimum Period

- The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

Deposits

- Based upon its review of applicable credit information, Company reserves the right to collect a deposit, or obtain other forms of security, from a Customer prior to providing Service.

Advance Payments

- The Company does not require or collect advance payments from Customers.

Taxes and Fees

- All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this document.
- To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, in so far as practicable and allowed by law, be billed pro-

rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

- The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

- **Telephone (Payphone) Surcharge**

- In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard documented usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.
- Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).
- Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.
- The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.35
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- **Universal Service Fund Fee (USF)**

- The Company will assess all Customers a Universal Service Fund Fee which recovers the Company's contributions to federal programs which support universal service in high cost areas and low income users of telecommunications and assist schools, libraries and rural health care facilities to obtain telecommunications and information services. Universal Service Subsidy fees are subject to periodic adjustment.

Terminal Equipment

- Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

Interconnection

- Service furnished by Company to Customer may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

Inspection, Testing and Adjustment

- Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether document requirements are being complied with in the installation, operation, and maintenance of Customer's or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- Upon reasonable notice, the facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.
- Company shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Furthermore, Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

Interruption of Service

- Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer; or (c) the failure of facilities or equipment provided by Customer.

- Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer, or is not in facilities or equipment, if any, furnished by Customer and connected to Company's facilities.
- Reseller is solely responsible for receiving, reviewing, and responding to any requests received from its customers for credit due to interruption of Service.
- For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.
- No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

where, "A" = Outage time in hours
 "B" = Total monthly fixed, non-usage sensitive charge for affected facility.

Toll Free (e.g., 800/877/888) Service

- Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Toll Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.
- The Customer must obtain an adequate number of access lines for Toll Free Service to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Toll Free Service to any Customer that fails to comply with these conditions.
 - Each Toll Free Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any toll free telephone number associated with Toll Free Service that has not been

placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered upon written notice to the Customer.

- If the Customer requests assignment of a specific Toll Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than fifteen (15) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after Toll Free Service has been in actual and substantial use for a consecutive sixty (60) day period.
 - Nothing in this Section, or in any other provision of this document, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll free telephone numbers hereunder or Customers who subscribe to and use Toll Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll free number; however, upon placing a number actually and substantially in use, as defined above, Toll Free Service Customers do have a controlling interest in this toll free number(s). Toll Free Service Customers may retain the use of their toll free number assignments, even following changes in their toll free carrier and/or Responsible Organization.
- If a Customer places an order for the Company to carry Customer's already existing toll free number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to Toll Free Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its toll free number(s) to the Company Resp. Org. If the Customer elects to retain a non-Fidelity Resp. Org., the Customer must notify Fidelity of any changes in the Customer's Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or toll free service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.
- It is the Customer's responsibility to provide answer supervision back to the Company's point of connection even when the Toll Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- If a Customer accumulates more than \$10.00 of delinquent Toll Free Service charges, the Company reserves the right not to honor that Customer's request for a Resp. Org. change until such charges are paid in full.

Termination Liability

- Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:
 - Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;
 - Usage rate reductions: the difference between the usage rate for the selected term plan and the usage rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and
 - Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

SECTION 3 - DESCRIPTION OF SERVICES

General

- Each Customer is charged individually for each call placed through the Company. Customers are billed based on their use of the Company's long distance service.

Availability of Service

- Company offers interexchange telecommunications service which is available to customers twenty-four (24) hours per day, seven (7) days per week.

Timing and Billing of Calls

- Usage sensitive charges are based on the actual usage of Company's network. Such charges are measured in Conversation Minutes. Each call is rated separately and fractional call charges are rounded up to the next penny.
- Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Company will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- If Customer believes it has been incorrectly billed for a call, Company shall, upon notification, investigate the circumstances and issue a credit as appropriate.
- The amount of any credit issued to Customer by Company shall not exceed the calculated usage charges for a call with a duration equal to the lesser of three (3) minutes or the actual duration of the call being credited.

Fidelity International Directory Assistance

- A Directory Assistance charge applies to each call completed to international directory assistance, regardless of whether the directory assistance operator is able to supply the requested number. Customers may receive up to two numbers per request. No call allowance applies.

Fidelity International Message Toll Service

- Fidelity International Message Toll Service is available to Customers who originate direct dialed calls over switched or dedicated access lines. When volume discounts

are available, the volume is determined by the Customer's total monthly Fidelity billing to the same account.

International Service Offerings

- **Schedule A - Switched Access Service to Canada.** This schedule applies to switched access service originating from presubscribed locations within the United States. Calls are billed in sixty (60) second increments after an initial minimum call duration of one (1) minute. No time-of-day discounts apply. Usage charges are computed and rounded up to the nearest penny on a per call basis.
- **Schedule B - Switched Access Service to Mexico.** This schedule applies to switched access service originating from presubscribed locations within the United States. Calls are billed in sixty (60) second increments with an initial minimum call duration of one (1) minute. No time-of-day discounts apply. Usage charges are computed and rounded up to the nearest penny on a per call basis.
- **Schedule C - Switched Access Service to International Locations other than Canada or Mexico.** This schedule applies to calls made from presubscribed locations in the United States, to foreign countries other than Canada or Mexico. Calls are billed in sixty (60) second increments after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.
- **Schedule D - International Travel Card Service.** This schedule applies to calls made from presubscribed locations in the United States to foreign countries. Calls are billed in sixty (60) second increments after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

SECTION 4 - RATES

General

- Each Customer is charged individually for each call placed through the Company. Customers are billed based on their use of the Company's long distance service.

Fidelity International Directory Assistance

- The per call charge applies to each call completed to international directory assistance, regardless of whether the directory assistance operator is able to supply the requested number.

Per call: \$0.65 All international locations

Fidelity International Message Toll Service Rates & Charges - Schedule A: Switched Access Service - United States to Canada

- Charges per minute are as follows:

	Per Minute Rate
	<u>Base Rate</u>
Canada	\$0.20

Fidelity International Message Toll Service Rates & Charges - Schedule B: Switched Access Service - United States to Mexico

- Charges per minute are as follows:

	Per Minute Rate
	<u>Base Rate</u>
Mexico	\$0.35

Fidelity International Message Toll Service Rates & Charges - Schedule C: Switched Access Service - United States to International Locations other than Canada or Mexico

- Charges per minute are as follows:

COUNTRY	PER MINUTE	COUNTRY	PER MINUTE
AFGHANISTAN	\$11.63	BURMA (AKA MYANMAR)	\$4.14
ALBANIA	\$2.03	BURUNDI	\$2.57
ALGERIA	\$0.73	CAMBODIA	\$2.83
AMERICAN SAMOA	\$0.40	CAMEROON	\$1.38
ANDORRA	\$0.77	CAPE VERDE ISLANDS	\$2.06
ANGOLA	\$2.02	CAYMAN ISLANDS	\$0.95
ANGUILLA	\$1.00	CENTRAL AFRICAN REPUBLIC	\$3.62
ANTARCTICA-CASEY BASE	\$1.32	CHAD	\$4.12
ANTARCTICA-SCOTT BASE	\$2.36	CHILE	\$0.35
ANTIGUA/BARBUDA	\$1.03	CHILE-MOBILE/SPECIAL	\$1.10
ARGENTINA	\$0.37	CHINA	\$0.33
ARMENIA	\$0.69	CHRISTMAS ISLANDS	\$1.32
ARUBA	\$1.24	COCOS ISLAND	\$1.27
ASCENSION ISLAND	\$2.07	COLOMBIA	\$0.36
AUSTRALIA	\$0.23	COMOROS	\$1.77
AUSTRALIA-MOBILE/SPECIAL	\$1.09	CONGO	\$2.04
AUSTRIA	\$0.29	CONGO, DEM REP OF THE (FKA ZAIRE)	\$0.77
AUSTRIA-MOBILE/SPECIAL	\$0.63	COOK ISLANDS	\$3.01
AZERBAIJAN	\$0.88	COSTA RICA	\$1.91
BAHAMAS	\$0.74	CROATIA	\$0.40
BAHRAIN	\$0.75	CUBA	\$2.97
BANGLADESH	\$1.01	CYPRUS	\$1.09
BARBADOS	\$0.36	CYPRUS-MOBILE/SPECIAL	\$1.32
BELARUS	\$0.55	CZECH REPUBLIC	\$0.33
BELGIUM	\$0.29	CZECH REPUBLIC-MOBILE/SPECIAL	\$0.53
BELGIUM-MOBILE/SPECIAL	\$1.34	DENMARK	\$0.28
BELIZE	\$1.14	DENMARK-MOBILE/SPECIAL	\$0.49
BENIN	\$1.56	DIEGO GARCIA	\$2.40
BERMUDA	\$0.72	DJIBOUTI	\$2.53
BHUTAN	\$2.59	DOMINICA	\$1.37
BOLIVIA	\$0.58	DOMINICAN REPUBLIC	\$0.35
BOLIVIA-MOBILE/SPECIAL	\$0.95	ECUADOR	\$0.57
BOSNIA-HERZEGOVINA	\$0.81	EGYPT	\$0.88
BOTSWANA	\$1.13	EGYPT-MOBILE/SPECIAL	\$1.41
BRAZIL	\$0.35	EL SALVADOR	\$0.93
BRAZIL-MOBILE/SPECIAL	\$0.69	EQUATORIAL GUINEA	\$2.32
BRITISH VIRGIN ISLANDS	\$0.98	ERITREA	\$1.33
BRUNEI	\$1.33	ESTONIA	\$0.71
BULGARIA	\$0.55	ESTONIA-MOBILE/SPECIAL	\$1.03
BURKINA FASO	\$2.63	ETHIOPIA	\$1.70

COUNTRY	PER MINUTE	COUNTRY	PER MINUTE
FAEROE ISLANDS	\$0.69	INMARSAT-B	\$14.03
FALKLAND ISLANDS	\$1.90	INMARSAT-M	\$14.03
FIJI ISLANDS	\$3.21	INMARSAT-Mini M	\$14.03
FINLAND	\$0.29	IRAN	\$2.20
FINLAND-MOBILE/SPECIAL	\$0.43	IRAQ	\$2.53
FRANCE	\$0.25	IRELAND	\$0.22
FRANCE-MOBILE/SPECIAL	\$2.08	IRELAND-MOBILE/SPECIAL	\$0.85
FRENCH ANTILLES	\$1.06	ISRAEL	\$0.36
FRENCH GUIANA	\$1.11	ISRAEL-MOBILE/SPECIAL	\$0.65
FRENCH POLYNESIA	\$1.18	ITALY	\$0.25
GABON	\$0.93	ITALY-MOBILE/SPECIAL	\$1.09
GAMBIA	\$0.71	IVORY COAST	\$1.13
GEORGIA	\$0.81	JAMAICA	\$0.65
GERMANY	\$0.25	JAPAN	\$0.23
GERMANY-MOBILE/SPECIAL	\$0.72	JAPAN-MOBILE/SPECIAL	\$1.19
GHANA	\$0.52	JORDAN	\$0.82
GIBRALTAR	\$0.59	KAZAKHSTAN	\$0.48
GLOBAL MOBILE SATELLITE SYSTEM (FKA IRIDIUM)	\$6.90	KENYA	\$0.91
		KIRIBATI	\$2.75
GREECE	\$0.31	KUWAIT	\$0.56
GREECE-MOBILE/SPECIAL	\$0.54	KYRGYZSTAN	\$2.68
GREENLAND	\$1.38	LAOS	\$4.40
GRENADA	\$1.54	LATVIA	\$0.63
GUADELOUPE	\$0.88	LATVIA-MOBILE/SPECIAL	\$1.11
GUANTANAMO BAY	\$1.06	LEBANON	\$0.70
GUATEMALA	\$0.46	LEBANON-MOBILE/SPECIAL	\$2.80
GUINEA	\$1.36	LESOTHO	\$1.43
GUINEA BISSAU	\$2.05	LIBERIA	\$0.64
GUYANA	\$1.95	LIBYA	\$0.91
HAITI	\$1.39	LIECHTSTENSTEIN	\$0.24
HAITI-MOBILE/SPECIAL	\$1.97	LITHUANIA	\$1.22
HONDURAS	\$0.72	LUXEMBOURG	\$0.38
HONG KONG	\$0.36	LUXEMBOURG-MOBILE/SPECIAL	\$0.53
HUNGARY	\$0.34	MACEDONIA	\$1.22
HUNGARY-MOBILE/SPECIAL	\$0.59	MADAGASCAR	\$2.95
ICELAND	\$1.03	MALAWI	\$0.89
ICELAND-MOBILE/SPECIAL	\$1.15	MALAYSIA	\$0.39
INDIA	\$1.09	MALAYSIA-MOBILE/SPECIAL	\$2.11
INDONESIA	\$0.46	MALDIVES	\$3.03
INMARSAT-A	\$14.03	MALI REPUBLIC	\$1.79

COUNTRY	PER MINUTE	COUNTRY	PER MINUTE
MALTA	\$1.51	PHILIPPINES	\$0.38
MARSHALL ISLAND	\$1.88	PHILIPPINES-MOBILE/SPECIAL	\$0.70
MAURITANIA	\$2.05	POLAND	\$0.33
MAURITIUS	\$2.30	POLAND-MOBILE/SPECIAL	\$0.56
MAYOTTE ISLAND	\$1.63	PORTUGAL	\$0.35
MICRONESIA	\$1.80	PORTUGAL-MOBILE/SPECIAL	\$0.63
MOLDOVA	\$3.08	QATAR	\$2.28
MONACO	\$0.29	REUNION ISLAND	\$1.72
MONACO-MOBILE/SPECIAL	\$0.40	ROMANIA	\$0.49
MONGOLIA	\$3.88	RUSSIA	\$0.71
MONTSERRAT	\$1.42	RWANDA	\$2.20
MOROCCO	\$0.65	SAN MARINO	\$2.80
MOROCCO-MOBILE/SPECIAL	\$1.21	SAO TOME	\$3.87
MOZAMBIQUE	\$2.47	SAUDI ARABIA	\$0.91
NAMIBIA	\$1.19	SENEGAL	\$1.54
NAURU	\$2.59	SERBIA (FKA YUGOSLAVIA)	\$0.45
NEPAL	\$2.53	SEYCHELLES ISLAND	\$2.21
NETHERLANDS	\$0.19	SIERRA LEONE	\$0.94
NETHERLANDS ANTILLES	\$0.77	SINGAPORE	\$0.25
NETHERLANDS-MOBILE/SPECIAL	\$2.57	SLOVAKIA	\$0.83
NEW CALEDONIA	\$1.75	SLOVAKIA-MOBILE/SPECIAL	\$0.45
NEW ZEALAND	\$0.23	SLOVENIA	\$0.79
NEW ZEALAND-MOBILE/SPECIAL	\$0.57	SLOVENIA-MOBILE/SPECIAL	\$1.00
NICARAGUA	\$0.65	SOLOMON ISLANDS	\$2.89
NIGER	\$0.97	SOMALIA	\$1.62
NIGERIA	\$1.22	SOUTH AFRICA	\$0.44
NIUE ISLAND	\$2.47	SOUTH KOREA	\$0.17
NORFOLK ISLAND	\$3.99	SOUTH KOREA-MOBILE/SPECIAL	\$0.51
NORTH KOREA	\$4.37	SPAIN	\$0.29
NORWAY	\$0.28	SPAIN-MOBILE/SPECIAL	\$1.17
NORWAY-MOBILE/SPECIAL	\$0.63	SRI LANKA	\$1.51
OMAN	\$1.25	ST. HELENA	\$2.37
PAKISTAN	\$1.06	ST. KITTS & NEVIS	\$1.16
PALAU	\$1.33	ST. LUCIA	\$0.94
PALESTINE	\$0.99	ST. PIERRE & MIQUELON	\$1.14
PANAMA	\$0.56	ST. VINCENT & GRENADINES	\$1.13
PAPUA NEW GUINEA	\$1.32	SUDAN	\$1.43
PARAGUAY	\$0.65	SURINAME	\$1.79
PERU	\$0.46	SWAZILAND	\$0.97
PERU-MOBILE/SPECIAL	\$0.85	SWEDEN	\$0.29

COUNTRY	PER MINUTE
SWEDEN-MOBILE/SPECIAL	\$0.56
SWITZERLAND	\$0.29
SWITZERLAND-MOBILE/SPECIAL	\$0.86
SYRIA	\$1.31
TAIWAN	\$0.36
TAIWAN-MOBILE/SPECIAL	\$0.44
TAJIKISTAN	\$2.69
TANZANIA	\$0.96
THAILAND	\$0.52
TOGO	\$1.93
TONGA ISLANDS	\$2.46
TRINIDAD & TOBAGO	\$1.15
TUNISIA	\$0.83
TURKEY	\$0.45
TURKMENISTAN	\$2.47
TURKS & CAICOS ISLANDS	\$1.21
TUVALU	\$2.94
UGANDA	\$0.86
UKRAINE	\$0.35
UNITED ARAB EMIRATES	\$1.04
UNITED KINGDOM	\$0.19
UNITED KINGDOM-MOBILE/SPECIAL	\$2.61
URUGUAY	\$0.50
UZBEKISTAN	\$0.55
VANUATU	\$3.88
VATICAN CITY	\$0.25
VENEZUELA	\$0.45
VENEZUELA-MOBILE/SPECIAL	\$0.92
VIETNAM	\$1.42
WALLIS & FORTUNA ISLANDS	\$3.10
WESTERN SAMOA	\$2.25
YEMEN	\$1.81
ZAMBIA	\$0.84
ZIMBABWE	\$0.83

**Fidelity International Message Toll Service Rates & Charges - Schedule D:
International Travel Card Service**

- Rate per minute:
 - Corresponding rate per minute as shown in Section 4.5, Schedules A, B, and C above.

Late Payment Charges

- Interest Charges of 1.5% per month will be assessed on all unpaid balances of more than thirty days old.

Return Check Charges

- Customers will be charged \$20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

Restoration of Service

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

SECTION 5 - PROMOTIONS

The Company may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this document for the same services.

SECTION 6- MISCELLANEOUS PROVISIONS

Notice

- Written notice to Customer is sent to Customer's last known address in Company's invoicing records. Notice shall be deemed given 3 days after postmarked.

Waiver of Trial by Jury

- Customer and Company waive their respective rights to a trial by jury of any and all claims or causes of action (including counterclaims) related to or arising out of these Terms and Conditions brought by either party against the other. Any claim or cause of action will be tried by a court trial without a jury. The waiver applies to these Terms and Conditions as amended or modified.

Choice of Law: Jurisdiction

- These Terms and Conditions are covered by and construed under the laws of the State of Missouri without regard to choice of law principles.

Waiver of Class Actions

- All claims between Customer and Company related to these Terms and Conditions will be litigated individually and Customer may not consolidate or seek class treatment for any claim, unless previously agreed to in writing by Customer and Company. This waiver applies to these Terms and Conditions as amended or modified, and survives termination of service under these Terms and Conditions.

Severability

- If any part of these Terms and Conditions is held invalid or unenforceable, the rest of these Terms and Conditions shall remain in full force and effect unless Company's obligations hereunder are materially impaired.

Waiver

- If either Customer or Company does not enforce any right or remedy available under these Terms and Conditions, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Company's waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend these Terms and Conditions.

Headings

- Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.

Entire Terms and Conditions

- These Terms and Conditions (including any referenced documents and attachments) make up the entire terms and conditions between Customer and Company and replace all prior written or spoken terms and conditions, representations, promises or understandings between Customer and Company.