
INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTERNATIONAL PRIVATE LINE
TELECOMMUNICATIONS SERVICE FURNISHED BY
GLOBAL CROSSING COMPANIES.

BETWEEN
POINTS IN THE UNITED STATES
AND INTERNATIONAL LOCATIONS, AS
SPECIFIED HEREIN. SERVICE IS PROVIDED
BY MEANS OF WIRE, RADIO, TERRESTRIAL, CABLE OR
SATELLITE FACILITIES OR ANY COMBINATION
THEREOF, AS SPECIFIED HEREIN

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

The following symbols shall be used in this International Informational Price (IIPL) List for the purposes indicated below:

R	to signify reduction
I	to signify increase
C	to signify any change in regulation
T	to signify change in text but no change in rate or regulation
S	to signify reissued rate or regulation
N	to signify new rate or regulation
D	to signify discontinued rate or regulation
M	to signify text has been moved
Z	to signify a correction

EXPLANATION OF ABBREVIATIONS

ADS	Global Dedicated Service
DAL	Dedicated Access Line
LDA	Local Distribution Area
MRC	Monthly Recurring Charge
MTS	Message Toll Service
NSC	Network Switching Center
WAL	WATS Access Line
WPMS	WATS Plus Management Service

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

DEFINITIONS

Company: The term "Company" denotes GLOBAL CROSSING COMPANIES

Corporate Office: The term "Corporate Office" denotes the offices of GLOBAL CROSSING COMPANIES , 180 South Clinton Avenue, Rochester, NY 14646-0500

Customer: The term "Customer" denotes the person who or the firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

International Private Line Service B Premises Access: denotes a service incorporating the local access connection from Customer=s circuit location address to the Company=s Point of Presence.

International Private Line Service B POP Access: denotes a service between Company Points of Presence only, with Customer self-provided local access.

United States: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

Network System: Designates the telecommunication system(s) which the Company or any of its affiliates has the right to run under national law whether in the United States or in any other jurisdiction.

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

1. APPLICATION OF THE PRICE LIST

This Price List contains the regulations and rates applicable to the provision of International Private Line Service B Premises Access, and International Private Line Service B POP Access furnished by GLOBAL CROSSING COMPANIES (hereinafter referred to as "the Company"), from its operating location(s) in the United States to international locations, as specified herein. Service is furnished subject to transmission, atmospheric and like conditions.

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2.1 General Description

1. CUSTOMER AUTHORIZATION. Any Customer's authorization of Global Crossing Telecommunications as a primary long distance carrier or of Global Crossing Local Service Provider as a local service provider reflects Customer's voluntary agreement to change its presubscribed carrier to such Global Crossing entity for Services purchased. If these Services are to be purchased for use in any state that has special requirements for authorization, the Services shall not be available until Customer meets such special requirements.

2. SERVICES. Customer agrees to order Services pursuant to these Terms and Conditions, and agrees to pay for them and any additional Services subsequently ordered or used pursuant to these Terms and Conditions on the terms and conditions set out herein. (All services ordered or used hereunder are referred to as the "Services" and each as a "Service"). Customer is responsible for verifying that all Customer information on any Service order form is complete and accurate and reflects Customer's intentions.

Customer understands that the Services provided hereunder are for Customer's own use. Customer agrees that it shall not resell Services provided hereunder without the express written consent of Global Crossing.

3. RATES AND PRICING TERMS. Customer may place orders for Services from time to time, and agrees to pay for them at the rates and charges stated, as such may be in effect from time to time.

Global Crossing reserves the right to change rates and charges for its Services at any time upon written notice to Customer, which notice may take the form of a bill message. Rates do not include any of the following, each of which shall be payable when invoiced by Global Crossing: non-recurring charges; taxes; governmental fees and assessments (including surcharges and fees established or caused by government, a support or subsidy program administrator or Global Crossing intended to address costs of governmental programs, and any program-related requirements of Global Crossing) (all such charges related to government being "Government Program Charges"); applicable operator assistance charges; and any charges or surcharges of third parties related to Customer's Services which are assessed upon Customer, each of which shall be payable by Customer. Pricing and discounts are not available for locations and accounts for which Customer has not accepted full and primary payment responsibility.

4. CUSTOMER OBLIGATION TO PAY. Global Crossing provides the Services on the express condition that Customer timely pays for all Services as provided herein. Customer agrees to pay Global Crossing or its assignee in United States dollars for all Services at the applicable rates, fees and charges. Customer is responsible for payment of all charges incurred in connection with Services furnished to Customer's numbers, network addresses and authorization codes, for all calls placed by or through Customer's equipment. Fraudulent usage shall not be a valid basis for a Customer dispute.

Global Crossing shall invoice Customer periodically for usage and other charges related to the Services. Payment is required within thirty (30) days after the invoice date. Interest on unpaid balances that are due and owing shall accumulate at the rate of one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is lower. Customer agrees to pay to Global Crossing on the next due date all amounts timely billed and not disputed, where a dispute is resolved in favor of Global Crossing or where a dispute is unresolved but the amount becomes due and payable as provided below, together with applicable interest.

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Customer must notify Global Crossing in writing of all disputed amounts in its invoices within thirty (30) days of the invoice date, identifying in reasonable detail the nature and amount of any such dispute, and paying all amounts not so disputed, including amounts that would be due with any claim of a lower applicable rate. Customer may withhold amounts subject to a good faith dispute and about which Global Crossing is timely and properly notified. Global Crossing shall promptly investigate all timely and appropriately documented disputes and respond to Customer within thirty (30) days. All amounts not timely and appropriately disputed shall be deemed final and not subject to further contest. If a dispute is not resolved within sixty (60) days of the initiation of a dispute, such disputed amount, together with applicable interest, shall become due and payable. If a dispute is resolved in favor of Customer, Global Crossing will credit such disputed amount on the next invoice following resolution of the dispute, together with any interest charges actually paid by Customer. If the dispute cannot be resolved, Customer may pursue available legal and equitable remedies before an agency or court of competent jurisdiction. Any such action shall be brought within the limitations period specified by applicable law.

5. CREDIT LIMIT. Customer agrees that Global Crossing may perform a credit check of Customer, and may establish a credit limit for Customer. A credit limit that is established shall not be exceeded at any time, unless Customer has received the prior written consent of Global Crossing. If Customer's charges exceed its credit limit, or are projected by Global Crossing to exceed such limit, or if there is a change in Customer's credit rating, Global Crossing may review Customer's credit profile and may require a security deposit and/or other assurance(s) of payment as a condition to continuing to provide Service.

6. USE OF CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI). Global Crossing's ability to deliver improved Service depends in part on being able to maintain access to certain types of information for marketing purposes. This can include the types and amounts of Services Customer buys from Global Crossing and what Customer pays for Services. This information is known as Customer Proprietary Network Information ("CPNI"). Unless Customer notifies Global Crossing in writing to the contrary, Customer permits Global Crossing and Global Crossing affiliate providers of Services to use Customer's CPNI to provide information to Customer on additional Services that may be outside the product category currently subscribed to by the Customer but that could be of benefit to Customer. Global Crossing agrees not to share information regarding a Customer's account with an unaffiliated provider unless required to do so by law or unless Customer consents. Customer's Service will not be impacted whether or not Customer permits use of its CPNI.

7. SPECIFIC SERVICES – GENERALLY. The following provisions apply with respect to certain specific Services. They apply to Customer only if Customer has ordered the Services identified.

A. With respect to any INTERNET SERVICES, Customer agrees to comply with Global Crossing's Acceptable Use and Security Policies for such Service (collectively, the "Policy"). Global Crossing may make reasonable modifications to the Policy from time to time through a new posting on the Internet available on-line for access by Customer.

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B. For all TOLL FREE SERVICES, Customer is responsible for all usage on its toll-free numbers (including without limitation, charges for wrong number calls). Requests for toll-free numbers are controlled by an independent agency based on number availability at the time an order is submitted to the agency. Global Crossing does not guarantee the availability of any requested toll-free number and is not bound by any verbal or premature confirmation to Customer of toll-free number availability. Global Crossing makes no representation regarding the legal right of Customer to use any word or phrase created by the alphabetical translation of a toll-free number. Customer may not reserve or activate a toll-free number for the purpose of selling, brokering or releasing the toll-free number to another person for any fee or other consideration. Customer has no ownership interest in any toll-free number, but may have limited control interest in such numbers in use. Customer agrees to defend and indemnify Global Crossing from all claims related to Customer's use of its toll-free numbers, except to the extent such claim arises from the gross negligence or willful misconduct of Global Crossing. To protect the integrity of its network, Global Crossing may, without liability, block any toll-free number having usage surges or heavy traffic loads that are atypical, or that may impact the provision of services to other customers.

If, upon cancellation of any TOLL-FREE SERVICE, Customer does not submit a written request for the appointment of a new carrier for its toll-free numbers within thirty (30) days of such cancellation, then the number will be returned to the independent administrative agency for reassignment. If Customer subscribes to a toll-free number that is shared with other customers or is part of a bundled Service, Customer may not transfer or port such toll free number to another carrier, and Customer agrees to give up use of the number when it changes its Service.

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If Customer notifies Global Crossing that it is moving its toll free services to another carrier, Global Crossing will block Customer=s toll free numbers unless Customer has transitioned its toll free services to another Responsible Organization and transferred its toll free numbers to another carrier within 15 days of its notification to Global Crossing. If at the time of cancellation of toll free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Global Crossing account, then Customer=s toll free number(s) shall not be released to another long distance carrier or Responsible Organization.

C. LOCAL SERVICES. These Terms and Conditions supplement any effective terms and conditions set out in the applicable tariffs and local service price lists of the applicable Global Crossing provider(s) of local services (A Global Crossing Local Service Provider@ or ALSP@) for the Customer=s local serving area(s). Local Services offered in the United States are provided by either of the following LSPs: Global Crossing Local Services, Inc. or Global Crossing Telemanagement, Inc.

D. LOCAL SERVICE LISTINGS. Customer acknowledges that the Global Crossing LSP will, as a service to the Customer, seek to arrange for listing of Customer=s telephone number in the local telephone directory, such listing to consist of one line of standard type. Since the directory is published by a third party with no contractual relationship with Global Crossing, in the absence of its gross negligence or willful misconduct, Global Crossing LSP will not be liable to Customer, or any third party for any claims, damages or otherwise, due to any omitted listings from, or erroneous listings in, the telephone directory. Customer agrees that Customer has the responsibility to contact its yellow pages representative independently concerning any advertising in yellow pages directories.

E. OTHER PROVIDER CHARGES. If Customer or a user of Customer=s numbers, network addresses or authorization codes chooses to place INFORMATION SERVICES PROVIDER CALLS (e.g., 900- and 700-type fee-based calls) or elects to make or receive calls via a carrier other than the Global Crossing LSP or its affiliates, the Customer agrees that it shall be solely liable for such calls, and any or all charges related to such calls. This includes all charges initially billed to Global Crossing and charges directly billed to Customer by the other information provider or carrier, any applicable rebilling charge, and any Government Program Charges that may apply and charges for the Services provided by Global Crossing LSP and its affiliate to the Customer. Global Crossing is not responsible for the routing or pricing of calls originated by such a user via any means other than by use of the Global Crossing Services.

F. Some local Services, such as ISDN and DSL, require special equipment and facilities. ISDN Service, and DSL Service (in each case only where made available by Global Crossing) will be furnished upon the condition that there are adequate facilities and equipment available to permit provision of the Service(s), and with respect to each such Service, that Customer obtains adequate facilities to permit the use of such Service without adverse effect upon it or any other services rendered by the Global Crossing LSP and that any services or facilities provided by a third party in connection with the Service will remain available.

G. OTHER SPECIFIC SERVICES: Customer may from time to time procure additional Services from Global Crossing. Additional Services shall be reflected in a service order form and any other document that contains additional terms and conditions applicable to the Service.

18. BREACH, DEFAULT AND TERMINATION. The following provisions govern breach by a Party:

A. BREACH BY CUSTOMER. If Customer; (i) fails to pay any outstanding charges after five (5) days= written notice of delinquency, or (ii) fails to comply with any other material term or condition and fails to cure such non-compliance after ten (10) days notice of such breach, or (iii) fails to cure any other breach after thirty (30) days notice of such breach from Global Crossing, Customer shall be in default and Global Crossing may, at its option, take any or all of the following actions: (a) terminate the Services or any portion thereof; (b) temporarily suspend or block the Services; (c) decline to accept or to process additional orders from Customer for new or changed Services or circuits, or for work for Customer; (d) draw down any security held by Global Crossing; (e) commence action to collect all sums then due or that

subsequently become due to Global Crossing; and (f) take any additional steps permitted by law. If Customer is in breach, Global Crossing may declare any other agreement between Customer and Global Crossing to be in default. In the event of termination, Customer shall be liable for all charges incurred as of the termination date, and for such additional charges and fees as may be applicable.

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B. BREACH BY GLOBAL CROSSING. If Global Crossing fails to comply with any material term or condition, and fails to cure such breach within thirty (30) days after Global Crossing=s receipt of notice from Customer of such breach, Customer may terminate the circuit or Service, which is the subject of such failure or non-observance, and may continue to conclusion any procedure related to disputed billings. Except for charges incurred with continued use, the Customer shall have no further obligation to Global Crossing for payment of charges for the terminated circuit or Service and written notice to Global Crossing of termination after the expiration of the thirty (30) day notice period.

C. OTHER ISSUES ON TERMINATION. In the event that Global Crossing initiates litigation with respect to the Services, then, unless Customer prevails in such litigation by order or judgment, Global Crossing shall be entitled to recover its reasonable attorneys= fees and other costs of collection. Customer specifically acknowledges that it has no right in any number(s) or addresses, and that Global Crossing is authorized not to transfer any transportable, toll-free local or other number or address to any other telecommunications provider if Customer has an outstanding balance on its Global Crossing account at the time of termination.

9. WARRANTIES AND LIMITATION OF LIABILITY. Global Crossing warrants that its United States telecommunications network meets applicable technical standards established for call transport by the telecommunications industry, including Telcordia Technologies (formerly Bell Communications Research) publication #SRT-SV-002275, with a grade of service of P.01 or better, and SS7 signaling, where available, and that it has the authority to provide the Services. **GLOBAL CROSSING DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**

LIMITATION OF LIABILITY. THE ENTIRE LIABILITY OF GLOBAL CROSSING FOR ALL CLAIMS ARISING OUT OF ITS PROVISION OF FACILITIES, TRANSMISSION, DATA, SERVICE OR EQUIPMENT, AND NOT CAUSED IN WHOLE OR PART BY CUSTOMER OR ANY THIRD PARTY, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE CORRESPONDING PROPORTION OF THE MONTHLY RECURRING CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT (OR ANY OTHER EVENT OR ACTION GIVING RISE TO A CLAIM) OCCURS, ROUNDED TO THE NEXT HIGHEST FULL HOUR. WITH RESPECT TO ANY TARIFFED SERVICE, GLOBAL CROSSING=S LIABILITY WILL BE CONTROLLED BY TARIFF, BUT ITS LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IF ANY, MAY NOT BE LIMITED BY TARIFF, AND MAY NOT BE DISCLAIMED IN CERTAIN U.S. JURISDICTIONS. THIS PROVISION DOES NOT PRECLUDE SERVICE LEVEL AGREEMENT CREDIT IN APPROPRIATE CASES.

EACH PARTY SHALL BE COMPARATIVELY RESPONSIBLE TO THE EXTENT OF ITS FAULT FOR DEATH, INJURY OR DAMAGE TO REAL OR TO TANGIBLE PERSONAL PROPERTY CAUSED BY IT OR BY ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS ACTING WITHIN THE SCOPE OF THEIR AUTHORIZATION TO DO WORK. EACH PARTY SHALL MAINTAIN INSURANCE IN AMOUNTS ADEQUATE TO ADDRESS ANY SUCH CLAIMS, AND WILL LOOK FIRST TO INSURERS FOR COMPENSATION. GLOBAL CROSSING IS NOT LIABLE FOR ANY OTHER ACT OR OMISSION OF ANY UNAFFILIATED PERSON OR PERSONS FURNISHING SERVICE(S).

GLOBAL CROSSING SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO (i) ANY PREMATURE OR INCORRECT PUBLICATION, LISTING OR ADVERTISEMENT OF ANY TELEPHONE NUMBER OR BUSINESS; (ii) ANY OMISSION OR FAILURE TO LIST OR PUBLISH NUMBERS IN ANY DIRECTORY OR LISTING; AND (iii) ANY DISCONTINUANCE OR CHANGE OF ANY NUMBER. GLOBAL CROSSING WILL REFUND ACTUAL CHARGES PAID FOR AN ERRONEOUS NUMBER ASSIGNMENT, PUBLICATION, LISTING OR YELLOW OR WHITE PAGES ADVERTISEMENT WHERE IT IS PRIMARILY AT FAULT (OR WHERE LIABILITY CANNOT BE DISCLAIMED AS A MATTER OF LAW)

IN NO EVENT SHALL GLOBAL CROSSING BE LIABLE FOR SPECIAL, PUNITIVE,

CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES SET OUT IN THIS DOCUMENT ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES.

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10. MISCELLANEOUS.

A. ASSIGNMENT. Customer may not assign any of its rights or obligations herein without Global Crossing's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment shall be void.

B. FORCE MAJEURE. Global Crossing shall not be liable to Customer for delays, failures to perform, damage, loss, destruction or malfunction of any equipment, or any consequence caused by, or due to fire, earthquake, flood, water, natural disaster, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, third party shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control, and any requirement for performance by Global Crossing shall be extended for a reasonable period until such force majeure event can be resolved, except that if such event continues for a period of forty-five (45) days or more, Customer can submit written notice to Global Crossing that cancels any order for Services not yet delivered to Customer, or for which a substitute Service has not been made available by Global Crossing.

C. ENTIRE AGREEMENT. These Terms and Conditions and any Tariff provisions that are effective with respect to a Service, and any Global Crossing service orders signed by Customer represent the entire understanding between Global Crossing and Customer with respect to the covered Service(s) and supersede any prior written or oral offers or proposals provided by Global Crossing or its representatives not specifically incorporated herein by reference. If there is a conflict between the terms of this document or any other documents incorporated herein and any applicable Tariff, the terms of the Tariff govern as a matter of law.

D. NO WAIVER. If either Party fails, at any time, to enforce any right or remedy available to it, that failure shall not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by the other Party. E. CONSTRUE TO BE VALID. In the event any of the provisions of this document shall be held to be invalid, illegal, or unenforceable, the unaffected provisions of this document shall be unimpaired and remain in full force and effect to the extent practicable and consistent with the legitimate original expectations of the Parties. Global Crossing and Customer shall negotiate to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with such original expectations.

F. APPLICABLE LAW. The Services shall be governed by the laws of the State of New York without regard to conflicts of laws principles. The parties agree that any litigation in connection with the Services shall be brought and maintained in the appropriate state or Federal courts of competent jurisdiction located in Monroe County, New York. Global Crossing and Customer each agree to submit to personal jurisdiction in such state and Federal courts, and waive objections to venue there.

G. NOTICES. Notices to Global Crossing shall be sent to the attention of the Contract Administrator, Global Crossing Telecommunications, 1120 Pittsford-Victor Road, Pittsford, New York 14534, with a copy to its general counsel at the same address. Notices to Customer shall be sent to the address provided by Customer. Either party may change its address for provision of notices with a notice to such effect delivered in accordance with this Section. Notices shall be effective on the day after mailing via nationally recognized courier, including USPS overnight mail, or three (3) days after mailing via registered or certified mail, or on the day of a correctly sent telefax, but only if subsequently confirmed with timely later personal or mail notice.

H. AGREEMENT AND EFFECTIVE DATE. The Terms and Conditions of this document become applicable as the Agreement between Global Crossing and Customer at the time Customer first uses a Global Crossing Service after the stated effective date of January 28, 2002.

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3. SERVICE OFFERINGS

3.1 International Private Line Telecommunications Services

3.1.1 Description of Services

International Private Line Telecommunications Service consists of the furnishing of a dedicated digital circuit for Customer=s data traffic, of a minimum of 2 megabits, between Customer Interfaces in any City Pair. City Pairs are set forth in Section 4.5. Such service is available twenty-four (24) hours a day, seven (7) days a week.

International Private Line Service B Premises Access incorporates the local access connection from Customer=s Circuit Location Address to the Global Crossing Point of Presence (APOP@). International Private Line Service B POP Access is between Global Crossing POPs only, with Customer self-provided local access.

3.1.2 Explanation of Rates for Private Line Services

The Company's Private Line Service rates are for full duplex, full channel service.

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3. SERVICE OFFERINGS (Cont=d)

3.1.3 Other Charges

One-time installation charges shall be as specified on any single Customer ordering document.

If Customer cancels an order, Customer shall be liable for all provisioning costs incurred by Company, including, if applicable, any costs for local access, but in any event not less than twenty percent (20%) of a single Monthly Service Charge for the services ordered.

If Customer postpones any scheduled implementation date for service by more than thirty days, Company reserves the right to bill Customer for charges incurred by Company as a result.

Upon thirty days= written notice, Company may vary its charges for International Private Line Service B Premises Access in response to market conditions which change the cost to it of supply of any element of access costs.

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4. RATES

4.1 Monthly Recurring Charges for Digital Private Line and Frame Relay Service

- 4.1.1 A monthly charge (the Monthly Service Charge) applies each month or fraction thereof that a private line service is furnished, prorated for the number of days in the first month in which the service is furnished. Monthly Service Charges start on the date the service commences. Monthly Service Charges accrue through and include the day that the private line service is discontinued. Monthly Service Charges will be billed in advance.
- 4.1.2 The following are the Monthly Service Charges which apply to the capacity ordered by the Customer for International Private Line Service B POP Access and International Private Line B Premises Access are listed in Section 4.6.

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4. RATES (Cont=d)

4.1 Monthly Recurring for Digital Private Line Service (Cont=d)

4.1.3

4.1.4 For International Private Line B Premises Access Service, the additional monthly local access charges incurred by Company at each end of the circuit to provide the Service are passed through to Customer at cost, plus a ten (10) percent administration fee.

4.2 Nonrecurring Charges for Digital Private Line Service

4.2.1 There will be a one-time nonrecurring charge (the AInstallation Charge@) applicable for the establishment of circuits.

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4. RATES (Cont=d)

4.2 Nonrecurring Charges for Digital Private Line Service (Cont=d)

4.2.2 The following are the Installation Charges which apply to the capacity ordered by the Customer for International Private Line Service B POP Access and International Private Line Service B Premises Access can be found in Section 4.6.

4.2.3 For International Private Line Service B Premises Access, the additional Installation Charges for local access charges at each end of the circuit incurred by Company to provide the Service are passed through to Customer at cost, plus a ten (10) percent administration fee.

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4. RATES (Cont=d)

4.3 For Future use.

4.4 Countries Served by Digital Private Line Service

4.4.1 See Section 4.6

4.5 City Pairs Served by Digital Private Line Service

4.5.1 See Section 4.6

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4. RATES (Cont=d)

4.6 City and Country Digital Private Line Rates

4.6.1 Digital Private Line Service - T1/E1

A. Recurring Charges 1 Year Term - T1/E1:

<u>Origination</u>	<u>Amsterdam</u>	<u>Antwerp</u>	<u>Antwerp 2</u>	<u>Ashford</u>	<u>Barcelona</u>	<u>Basingstoke (Chineham)</u>	<u>Beijing</u>
Atlanta, GA	\$4,394.99	\$ 4,528.54	\$4,528.54	\$4,446.01	\$4,662.09	\$4,446.01	\$32,490.45
Boston, MA	3,193.57	3,327.11	3,327.11	15,893.60	3,460.66	15,893.60	34,123.63
Chicago, IL	4,321.26	4,454.81	4,454.81	4,372.28	4,588.36	4,372.28	32,002.75
Dallas, TX	5,743.89	5,877.44	5,877.44	5,794.91	6,010.99	5,794.91	30,754.73
Houston, TX	5,847.98	5,981.53	5,981.53	5,899.00	6,115.08	5,899.00	31,094.87
Los Angeles, CA	8,075.18	8,208.73	8,208.73	8,126.20	8,342.28	8,126.20	27,653.45
Miami, FL	5,154.02	5,287.57	5,287.57	5,205.04	5,421.11	5,205.04	33,508.38
New York , NY	2,779.35	2,912.90	2,912.90	2,830.37	3,046.45	2,830.37	33,760.98
Raleigh, NC	3,690.18	3,823.73	3,823.73	3,741.20	3,957.28	3,741.20	33,238.26
San Francisco, CA,	8,320.24	8,453.78	8,453.78	8,371.26	8,587.33	8,371.26	28,521.31
Seattle, WA	2,727.02	3,127.66	3,127.66	9,644.15	3,528.31	9,644.15	27,653.45
Southfield (Detroit), MI	3,828.98	3,962.53	3,962.53	3,880.00	4,096.07	3,880.00	32,585.49
Sunnyvale, CA	8,302.89	8,436.43	8,436.43	8,353.91	8,569.98	8,353.91	28,423.77
Washington DC	3,245.04	3,378.59	3,378.59	3,296.06	3,512.14	3,296.06	33,383.32

<u>Origination</u>	<u>Berlin</u>	<u>Bilbao</u>	<u>Birmingham</u>	<u>Bogota</u>	<u>Bordeaux</u>	<u>Brighton</u>	<u>Bristol (Bedminster)</u>
Atlanta, GA	\$4,528.54	\$4,795.64	\$ 4,446.01	\$ 19,482.94	\$ 4,662.09	\$ 4,446.01	\$ 4,446.01
Boston, MA	3,327.11	2,986.21	15,893.60	21,334.33	3,460.66	15,893.60	15,893.60
Chicago, IL	4,454.81	4,721.90	4,372.28	21,110.26	4,588.36	4,372.28	4,372.28
Dallas, TX	5,877.44	6,144.53	5,794.91	20,905.79	6,010.99	5,794.91	5,794.91
Houston, TX	5,981.53	6,248.63	5,899.00	20,513.67	6,115.08	5,899.00	5,899.00
Los Angeles, CA	8,208.73	8,475.82	8,126.20	24,353.68	8,342.28	8,126.20	8,126.20
Miami, FL	5,287.57	5,554.66	5,205.04	17,796.81	5,421.11	5,205.04	5,205.04
New York , NY	2,912.90	3,180.00	2,830.37	20,863.78	3,046.45	2,830.37	2,830.37
Raleigh, NC	3,823.73	4,090.83	3,741.20	19,760.23	3,957.28	3,741.20	3,741.20
San Francisco, CA,	8,453.78	8,720.88	8,371.26	25,034.29	8,587.33	8,371.26	8,371.26
Seattle, WA	3,127.66	9,735.41	9,644.15	32,922.87	3,528.31	9,644.15	9,644.15
Southfield (Detroit), MI	3,962.53	4,229.62	3,880.00	21,015.03	4,096.07	3,880.00	3,880.00
Sunnyvale, CA	8,436.43	8,703.53	8,353.91	24,967.07	8,569.98	8,353.91	8,353.91
Washington DC	3,378.59	3,645.69	3,296.06	20,390.43	3,512.14	3,296.06	3,296.06

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.1 Digital Private Line Service - T1/E1 (Cont=d)

A. Recurring Charges 1 Year Term - T1/E1 (Cont=d):

<u>Origination</u>	<u>Brussels</u>	<u>Buenos Aires</u>	<u>Cali</u>	<u>Caracas</u>	<u>Cardiff</u>	<u>Carlisle</u>	<u>Cologne</u>
Atlanta, GA	\$ 4,528.54	\$ 19,482.94	\$ 19,482.94	\$ 19,482.94	\$ 4,446.01	\$ 4,446.01	\$ 4,662.09
Boston, MA	3,327.11	21,334.33	21,334.33	21,334.33	15,893.60	15,893.60	3,460.66
Chicago, IL	4,454.81	21,110.26	21,110.26	21,110.26	4,372.28	4,372.28	4,588.36
Dallas, TX	5,877.44	20,905.79	20,905.79	20,905.79	5,794.91	5,794.91	6,010.99
Houston, TX	5,981.53	20,513.67	20,513.67	20,513.67	5,899.00	5,899.00	6,115.08
Los Angeles, CA	8,208.73	24,353.68	24,353.68	24,353.68	8,126.20	8,126.20	8,342.28
Miami, FL	5,287.57	17,796.81	17,796.81	17,796.81	5,205.04	5,205.04	5,421.11
New York , NY	2,912.90	20,863.78	20,863.78	20,863.78	2,830.37	2,830.37	3,046.45
Raleigh, NC	3,823.73	19,760.23	19,760.23	19,760.23	3,741.20	3,741.20	3,957.28
San Francisco, CA,	8,453.78	25,034.29	25,034.29	25,034.29	8,371.26	8,371.26	8,587.33
Seattle, WA	3,127.66	32,922.87	32,922.87	32,922.87	9,644.15	9,644.15	3,528.31
Southfield (Detroit), MI	3,962.53	21,015.03	21,015.03	21,015.03	3,880.00	3,880.00	4,096.07
Sunnyvale, CA	8,436.43	24,967.07	24,967.07	24,967.07	8,353.91	8,353.91	8,569.98
Washington DC	3,378.59	20,390.43	20,390.43	20,390.43	3,296.06	3,296.06	3,512.14

<u>Origination</u>	<u>Copenhagen- Orestadt</u>	<u>Copenhagen- Sydvestvej</u>	<u>Coventry</u>	<u>Crewe</u>	<u>Croydon</u>	<u>Darlington</u>	<u>Derby</u>
Atlanta, GA	\$4,528.54	\$ 4,528.54	\$ 4,446.01	\$ 4,446.01	\$ 4,446.01	\$ 4,446.01	\$ 4,446.01
Boston, MA	3,327.11	3,327.11	15,893.60	15,893.60	15,893.60	15,893.60	15,893.60
Chicago, IL	4,454.81	4,454.81	4,372.28	4,372.28	4,372.28	4,372.28	4,372.28
Dallas, TX	5,877.44	5,877.44	5,794.91	5,794.91	5,794.91	5,794.91	5,794.91
Houston, TX	5,981.53	5,981.53	5,899.00	5,899.00	5,899.00	5,899.00	5,899.00
Los Angeles, CA	8,208.73	8,208.73	8,126.20	8,126.20	8,126.20	8,126.20	8,126.20
Miami, FL	5,287.57	5,287.57	5,205.04	5,205.04	5,205.04	5,205.04	5,205.04
New York , NY	2,912.90	2,912.90	2,830.37	2,830.37	2,830.37	2,830.37	2,830.37
Raleigh, NC	3,823.73	3,823.73	3,741.20	3,741.20	3,741.20	3,741.20	3,741.20
San Francisco, CA,	8,453.78	8,453.78	8,371.26	8,371.26	8,371.26	8,371.26	8,371.26
Seattle, WA	3,127.66	3,127.66	9,644.15	9,644.15	9,644.15	9,644.15	9,644.15
Southfield (Detroit), MI	3,962.53	3,962.53	3,880.00	3,880.00	3,880.00	3,880.00	3,880.00
Sunnyvale, CA	8,436.43	8,436.43	8,353.91	8,353.91	8,353.91	8,353.91	8,353.91
Washington DC	3,378.59	3,378.59	3,296.06	3,296.06	3,296.06	3,296.06	3,296.06

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.1 Digital Private Line Service - T1/E1 (Cont=d)

A. Recurring Charges 1 Year Term - T1/E1 (Cont=d):

<u>Origination</u>	<u>Doncaster</u>	<u>Dresden</u>	<u>Dublin</u>	<u>Dusseldorf</u>	<u>Dusseldorf 2</u>	<u>Edinburgh</u>	<u>Exeter</u>
Atlanta, GA	\$4,446.01	\$ 4,662.09	\$ 4,662.09	\$ 4,662.09	\$ 4,662.09	\$ 4,446.01	\$ 4,446.01
Boston, MA	15,893.60	3,460.66	3,460.66	3,460.66	3,460.66	15,893.60	15,893.60
Chicago, IL	4,372.28	4,588.36	4,588.36	4,588.36	4,588.36	4,372.28	4,372.28
Dallas, TX	5,794.91	6,010.99	6,010.99	6,010.99	6,010.99	5,794.91	5,794.91
Houston, TX	5,899.00	6,115.08	6,115.08	6,115.08	6,115.08	5,899.00	5,899.00
Los Angeles, CA	8,126.20	8,342.28	8,342.28	8,342.28	8,342.28	8,126.20	8,126.20
Miami, FL	5,205.04	5,421.11	5,421.11	5,421.11	5,421.11	5,205.04	5,205.04
New York , NY	2,830.37	3,046.45	3,046.45	3,046.45	3,046.45	2,830.37	2,830.37
Raleigh, NC	3,741.20	3,957.28	3,957.28	3,957.28	3,957.28	3,741.20	3,741.20
San Francisco, CA,	8,371.26	8,587.33	8,587.33	8,587.33	8,587.33	8,371.26	8,371.26
Seattle, WA	9,644.15	3,528.31	3,528.31	3,528.31	3,528.31	9,644.15	9,644.15
Southfield (Detroit), MI	3,880.00	4,096.07	4,096.07	4,096.07	4,096.07	3,880.00	3,880.00
Sunnyvale, CA	8,353.91	8,569.98	8,569.98	8,569.98	8,569.98	8,353.91	8,353.91
Washington DC	3,296.06	3,512.14	3,512.14	3,512.14	3,512.14	3,296.06	3,296.06

<u>Origination</u>	<u>Frankfurt</u>	<u>Frankfurt 2</u>	<u>Frederickste d</u>	<u>Geneva</u>	<u>Glasgow Clydebank</u>	<u>Glasgow Queen Street</u>	<u>Goteborg</u>
Atlanta, GA	\$4,394.99	\$ 4,394.99	\$ 19,482.94	\$ 4,662.09	\$ 4,446.01	\$ 4,446.01	\$ 4,662.09
Boston, MA	3,193.57	3,193.57	21,334.33	3,460.66	15,893.60	15,893.60	3,460.66
Chicago, IL	4,321.26	4,321.26	21,110.26	4,588.36	4,372.28	4,372.28	4,588.36
Dallas, TX	5,743.89	5,743.89	20,905.79	6,010.99	5,794.91	5,794.91	6,010.99
Houston, TX	5,847.98	5,847.98	20,513.67	6,115.08	5,899.00	5,899.00	6,115.08
Los Angeles, CA	8,075.18	8,075.18	24,353.68	8,342.28	8,126.20	8,126.20	8,342.28
Miami, FL	5,154.02	5,154.02	17,796.81	5,421.11	5,205.04	5,205.04	5,421.11
New York , NY	2,779.35	2,779.35	20,863.78	3,046.45	2,830.37	2,830.37	3,046.45
Raleigh, NC	3,690.18	3,690.18	19,760.23	3,957.28	3,741.20	3,741.20	3,957.28
San Francisco, CA,	8,320.24	8,320.24	25,034.29	8,587.33	8,371.26	8,371.26	8,587.33
Seattle, WA	2,727.02	2,727.02	32,922.87	3,528.31	9,644.15	9,644.15	3,528.31
Southfield (Detroit), MI	3,828.98	3,828.98	21,015.03	4,096.07	3,880.00	3,880.00	4,096.07
Sunnyvale, CA	8,302.89	8,302.89	24,967.07	8,569.98	8,353.91	8,353.91	8,569.98
Washington DC	3,245.04	3,245.04	20,390.43	3,512.14	3,296.06	3,296.06	3,512.14

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.1 Digital Private Line Service - T1/E1 (Cont=d)

A. Recurring Charges 1 Year Term - T1/E1 (Cont=d):

<u>Origination</u>	<u>Guadalajara</u>	<u>Hamburg</u>	<u>Hamburg 2</u>	<u>Hannover</u>	<u>Hong Kong</u>	<u>Kuala Lumpur</u>	<u>Leeds</u>
Atlanta, GA	\$10,377.85	\$ 4,528.54	\$ 4,528.54	\$ 4,662.09	\$ 29,285.58	\$ 30,233.31	\$ 4,446.01
Boston, MA	12,330.10	3,327.11	3,327.11	3,460.66	30,918.76	31,866.49	15,893.60
Chicago, IL	10,882.22	4,454.81	4,454.81	4,588.36	28,797.88	29,745.61	4,372.28
Dallas, TX	9,338.69	5,877.44	5,877.44	6,010.99	27,549.86	28,497.59	5,794.91
Houston, TX	8,851.71	5,981.53	5,981.53	6,115.08	27,890.00	28,837.73	5,899.00
Los Angeles, CA	11,843.12	8,208.73	8,208.73	8,342.28	24,448.57	26,154.29	8,126.20
Miami, FL	10,960.48	5,287.57	5,287.57	5,421.11	30,303.50	31,251.23	5,205.04
New York , NY	11,927.91	2,912.90	2,912.90	3,046.45	30,556.11	31,503.84	2,830.37
Raleigh, NC	11,153.97	3,823.73	3,823.73	3,957.28	30,033.39	30,981.12	3,741.20
San Francisco, CA,	12,412.71	8,453.78	8,453.78	8,587.33	25,316.43	26,264.16	8,371.26
Seattle, WA	14,923.93	3,127.66	3,127.66	3,528.31	24,448.57	25,396.30	9,644.15
Southfield (Detroit), MI	11,232.23	3,962.53	3,962.53	4,096.07	29,380.62	30,328.35	3,880.00
Sunnyvale, CA	12,356.18	8,436.43	8,436.43	8,569.98	25,218.89	26,166.62	8,353.91
Washington DC	11,495.28	3,378.59	3,378.59	3,512.14	30,178.45	31,126.18	3,296.06
<u>Origination</u>	<u>Leigh</u>	<u>Leipzig</u>	<u>Lille</u>	<u>Lima</u>	<u>Liverpool</u>	<u>Liverpool 2</u>	<u>London</u>
Atlanta, GA	\$4,446.01	\$ 4,662.09	\$ 4,528.54	\$ 19,482.94	\$ 4,446.01	\$ 4,446.01	\$ 3,860.80
Boston, MA	15,893.60	3,460.66	3,327.11	21,334.33	15,893.60	15,893.60	2,659.37
Chicago, IL	4,372.28	4,588.36	4,454.81	21,110.26	4,372.28	4,372.28	3,787.07
Dallas, TX	5,794.91	6,010.99	5,877.44	20,905.79	5,794.91	5,794.91	5,209.69
Houston, TX	5,899.00	6,115.08	5,981.53	20,513.67	5,899.00	5,899.00	5,313.79
Los Angeles, CA	8,126.20	8,342.28	8,208.73	24,353.68	8,126.20	8,126.20	7,540.99
Miami, FL	5,205.04	5,421.11	5,287.57	17,796.81	5,205.04	5,205.04	4,619.82
New York , NY	2,830.37	3,046.45	2,912.90	20,863.78	2,830.37	2,830.37	2,245.16
Raleigh, NC	3,741.20	3,957.28	3,823.73	19,760.23	3,741.20	3,741.20	3,155.99
San Francisco, CA,	8,371.26	8,587.33	8,453.78	25,034.29	8,371.26	8,371.26	7,786.04
Seattle, WA	9,644.15	3,528.31	3,127.66	32,922.87	9,644.15	9,644.15	7,999.28
Southfield (Detroit), MI	3,880.00	4,096.07	3,962.53	21,015.03	3,880.00	3,880.00	3,294.78
Sunnyvale, CA	8,353.91	8,569.98	8,436.43	24,967.07	8,353.91	8,353.91	7,768.69
Washington DC	3,296.06	3,512.14	3,378.59	20,390.43	3,296.06	3,296.06	2,710.85

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.1 Digital Private Line Service - T1/E1 (Cont=d)

A. Recurring Charges 1 Year Term (Cont=d):

<u>Origination</u>	<u>Lyon</u>	<u>Madrid</u>	<u>Malaga Bay</u>	<u>Malmo</u>	<u>Manchester</u>	<u>Manchester Ancoats</u>	<u>Marseille</u>
Atlanta, GA	\$ 4,662.09	\$ 4,662.09	\$ 19,482.94	\$ 4,528.54	\$ 4,446.01	\$ 4,446.01	\$ 4,662.09
Boston, MA	3,460.66	3,460.66	21,334.33	3,327.11	15,893.60	15,893.60	3,460.66
Chicago, IL	4,588.36	4,588.36	21,110.26	4,454.81	4,372.28	4,372.28	4,588.36
Dallas, TX	6,010.99	6,010.99	20,905.79	5,877.44	5,794.91	5,794.91	6,010.99
Houston, TX	6,115.08	6,115.08	20,513.67	5,981.53	5,899.00	5,899.00	6,115.08
Los Angeles, CA	8,342.28	8,342.28	24,353.68	8,208.73	8,126.20	8,126.20	8,342.28
Miami, FL	5,421.11	5,421.11	17,796.81	5,287.57	5,205.04	5,205.04	5,421.11
New York , NY	3,046.45	3,046.45	20,863.78	2,912.90	2,830.37	2,830.37	3,046.45
Raleigh, NC	3,957.28	3,957.28	19,760.23	3,823.73	3,741.20	3,741.20	3,957.28
San Francisco, CA,	8,587.33	8,587.33	25,034.29	8,453.78	8,371.26	8,371.26	8,587.33
Seattle, WA	3,528.31	3,528.31	32,922.87	3,127.66	9,644.15	9,644.15	3,528.31
Southfield (Detroit), MI	4,096.07	4,096.07	21,015.03	3,962.53	3,880.00	3,880.00	4,096.07
Sunnyvale, CA	8,569.98	8,569.98	24,967.07	8,436.43	8,353.91	8,353.91	8,569.98
Washington DC	3,512.14	3,512.14	20,390.43	3,378.59	3,296.06	3,296.06	3,512.14

<u>Origination</u>	<u>Mexico City</u>	<u>Middlesbrough</u>	<u>Milan</u>	<u>Mitcham</u>	<u>Monterrey</u>	<u>Munich</u>	<u>Nagoya</u>
Atlanta, GA	\$10,880.80	\$ 4,446.01	\$ 4,662.09	\$ 4,446.01	\$ 6,940.32	\$ 4,528.54	\$ 15,601.71
Boston, MA	12,833.04	15,893.60	3,460.66	15,893.60	8,892.57	3,327.11	17,234.89
Chicago, IL	11,385.16	4,372.28	4,588.36	4,372.28	7,444.69	4,454.81	15,114.01
Dallas, TX	9,841.63	5,794.91	6,010.99	5,794.91	5,901.16	5,877.44	13,865.99
Houston, TX	9,354.66	5,899.00	6,115.08	5,899.00	5,414.18	5,981.53	14,206.13
Los Angeles, CA	12,346.07	8,126.20	8,342.28	8,126.20	8,405.59	8,208.73	10,764.71
Miami, FL	11,463.43	5,205.04	5,421.11	5,205.04	7,522.95	5,287.57	16,619.64
New York , NY	12,430.85	2,830.37	3,046.45	2,830.37	8,490.38	2,912.90	16,872.24
Raleigh, NC	11,656.91	3,741.20	3,957.28	3,741.20	7,716.44	3,823.73	16,349.52
San Francisco, CA,	12,915.65	8,371.26	8,587.33	8,371.26	8,975.18	8,453.78	11,632.57
Seattle, WA	15,307.90	9,644.15	3,528.31	9,644.15	13,516.07	3,127.66	10,764.71
Southfield (Detroit), MI	11,735.18	3,880.00	4,096.07	3,880.00	7,794.70	3,962.53	15,696.75
Sunnyvale, CA	12,859.13	8,353.91	8,569.98	8,353.91	8,918.66	8,436.43	11,535.03
Washington DC	11,998.23	3,296.06	3,512.14	3,296.06	8,057.76	3,378.59	16,494.58

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.1 Digital Private Line Service - T1/E1 (Cont=d)

A. Recurring Charges 1 Year Term - T1/E1 (Cont=d):

<u>Origination</u>	<u>Rotterdam</u>	<u>Santiago</u>	<u>Sao Paulo</u>	<u>Seoul</u>	<u>Sheffield</u>	<u>Slough</u>	<u>Southampton</u>
Atlanta, GA	\$4,528.54	\$ 19,482.94	\$ 19,482.94	\$ 32,490.45	\$ 4,446.01	\$ 3,860.80	\$ 4,446.01
Boston, MA	3,327.11	21,334.33	21,334.33	34,123.63	15,893.60	2,659.37	15,893.60
Chicago, IL	4,454.81	21,110.26	21,110.26	32,002.75	4,372.28	3,787.07	4,372.28
Dallas, TX	5,877.44	20,905.79	20,905.79	30,754.73	5,794.91	5,209.69	5,794.91
Houston, TX	5,981.53	20,513.67	20,513.67	31,094.87	5,899.00	5,313.79	5,899.00
Los Angeles, CA	8,208.73	24,353.68	24,353.68	27,653.45	8,126.20	7,540.99	8,126.20
Miami, FL	5,287.57	17,796.81	17,796.81	33,508.38	5,205.04	4,619.82	5,205.04
New York , NY	2,912.90	20,863.78	20,863.78	33,760.98	2,830.37	2,245.16	2,830.37
Raleigh, NC	3,823.73	19,760.23	19,760.23	33,238.26	3,741.20	3,155.99	3,741.20
San Francisco, CA,	8,453.78	25,034.29	25,034.29	28,521.31	8,371.26	7,786.04	8,371.26
Seattle, WA	3,127.66	32,922.87	32,922.87	27,653.45	9,644.15	7,999.28	9,644.15
Southfield (Detroit), MI	3,962.53	21,015.03	21,015.03	32,585.49	3,880.00	3,294.78	3,880.00
Sunnyvale, CA	8,436.43	24,967.07	24,967.07	28,423.77	8,353.91	7,768.69	8,353.91
Washington DC	3,378.59	20,390.43	20,390.43	33,383.32	3,296.06	2,710.85	3,296.06

<u>Origination</u>	<u>Southend</u>	<u>St Valery TAT14</u>	<u>Stockholm</u>	<u>Stockholm 2</u>	<u>Strasbourg- Kehl</u>	<u>Stuttgart</u>	<u>Swindon</u>
Atlanta, GA	\$ 4,446.01	\$ 4,528.54	\$ 4,528.54	\$ 4,528.54	\$ 4,528.54	\$ 4,662.09	\$ 4,446.01
Boston, MA	15,893.60	3,327.11	3,327.11	3,327.11	3,327.11	3,460.66	15,893.60
Chicago, IL	4,372.28	4,454.81	4,454.81	4,454.81	4,454.81	4,588.36	4,372.28
Dallas, TX	5,794.91	5,877.44	5,877.44	5,877.44	5,877.44	6,010.99	5,794.91
Houston, TX	5,899.00	5,981.53	5,981.53	5,981.53	5,981.53	6,115.08	5,899.00
Los Angeles, CA	8,126.20	8,208.73	8,208.73	8,208.73	8,208.73	8,342.28	8,126.20
Miami, FL	5,205.04	5,287.57	5,287.57	5,287.57	5,287.57	5,421.11	5,205.04
New York , NY	2,830.37	2,912.90	2,912.90	2,912.90	2,912.90	3,046.45	2,830.37
Raleigh, NC	3,741.20	3,823.73	3,823.73	3,823.73	3,823.73	3,957.28	3,741.20
San Francisco, CA,	8,371.26	8,453.78	8,453.78	8,453.78	8,453.78	8,587.33	8,371.26
Seattle, WA	9,644.15	3,127.66	3,127.66	3,127.66	3,127.66	3,528.31	9,644.15
Southfield (Detroit), MI	3,880.00	3,962.53	3,962.53	3,962.53	3,962.53	4,096.07	3,880.00
Sunnyvale, CA	8,353.91	8,436.43	8,436.43	8,436.43	8,436.43	8,569.98	8,353.91
Washington DC	3,296.06	3,378.59	3,378.59	3,378.59	3,378.59	3,512.14	3,296.06

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.1 Digital Private Line Service - T1/E1 (Cont=d)

A. Recurring Charges 1 Year Term - T1/E1(Cont=d):

<u>Origination</u>	<u>Sydney</u>	<u>Taipei</u>		<u>Tijuana</u>	<u>Tokyo NPOP</u>	<u>Tokyo TROC</u>	<u>Turin</u>
Atlanta, GA	\$33,177.89	\$ 30,233.31		\$ 6,666.96	\$ 15,601.71	\$ 15,601.71	\$ 4,795.64
Boston, MA	34,702.03	31,866.49		8,086.58	17,234.89	17,234.89	2,986.21
Chicago, IL	32,722.74	29,745.61		6,243.03	15,114.01	15,114.01	4,721.90
Dallas, TX	31,558.04	28,497.59		5,158.21	13,865.99	13,865.99	6,144.53
Houston, TX	31,875.48	28,837.73		5,453.87	14,206.13	14,206.13	6,248.63
Los Angeles, CA	28,663.80	26,154.29		2,462.46	10,764.71	10,764.71	8,475.82
Miami, FL	34,127.85	31,251.23		7,551.78	16,619.64	16,619.64	5,554.66
New York , NY	34,363.59	31,503.84		7,771.35	16,872.24	16,872.24	3,180.00
Raleigh, NC	33,875.77	30,981.12		7,316.98	16,349.52	16,349.52	4,090.83
San Francisco, CA,	29,473.72	26,264.16		3,216.84	11,632.57	11,632.57	8,720.88
Seattle, WA	37,167.89	25,396.30		8,333.54	10,764.71	10,764.71	9,735.41
Southfield (Detroit), MI	33,266.58	30,328.35		6,749.57	15,696.75	15,696.75	4,229.62
Sunnyvale, CA	29,382.69	26,166.62		3,132.05	11,535.03	11,535.03	8,703.53
Washington DC	34,011.15	31,126.18		7,443.08	16,494.58	16,494.58	3,645.69

<u>Origination</u>	<u>Valencia</u>	<u>Washington</u>	<u>Westbury</u>	<u>Zurich</u>
Atlanta, GA	\$4,795.64	\$ 4,446.01	\$ 4,446.01	\$ 4,528.54
Boston, MA	2,986.21	15,893.60	15,893.60	3,327.11
Chicago, IL	4,721.90	4,372.28	4,372.28	4,454.81
Dallas, TX	6,144.53	5,794.91	5,794.91	5,877.44
Houston, TX	6,248.63	5,899.00	5,899.00	5,981.53
Los Angeles, CA	8,475.82	8,126.20	8,126.20	8,208.73
Miami, FL	5,554.66	5,205.04	5,205.04	5,287.57
New York , NY	3,180.00	2,830.37	2,830.37	2,912.90
Raleigh, NC	4,090.83	3,741.20	3,741.20	3,823.73
San Francisco, CA,	8,720.88	8,371.26	8,371.26	8,453.78
Seattle, WA	9,735.41	9,644.15	9,644.15	3,127.66
Southfield (Detroit), MI	4,229.62	3,880.00	3,880.00	3,962.53
Sunnyvale, CA	8,703.53	8,353.91	8,353.91	8,436.43
Washington DC	3,645.69	3,296.06	3,296.06	3,378.59

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6 1 Digital Private Line Service - T1/E1 (Cont=d)

B. Term Discounts - 1 Year Term - T1/E1

Term discounts are based on the 1 Year Term - T1/E1 base rate.

<u>Term</u>	<u>Discount</u>
2 Year	12%
3 Year	22%
5 Year	36%

C. Nonrecurring Charges

Per Each POP Access \$1,500

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3:

Origination	Amsterdam	Antwerp	Antwerp 2	Ashford	Barcelona	Basingstoke (Chineham)	Beijing
Atlanta, GA	\$ 18,312.47	\$ 18,868.92	\$ 18,868.92	\$ 18,525.05	\$ 19,425.37	\$ 18,525.05	\$ 162,452.27
Boston, MA	13,306.52	13,862.97	13,862.97	66,223.34	14,419.43	66,223.34	170,618.16
Chicago, IL	18,005.25	18,561.70	18,561.70	18,217.83	19,118.15	18,217.83	160,013.76
Dallas, TX	23,932.87	24,489.32	24,489.32	24,145.45	25,045.77	24,145.45	153,773.66
Houston, TX	24,366.60	24,923.05	24,923.05	24,579.18	25,479.50	24,579.18	155,474.37
Los Angeles, CA	33,646.58	34,203.03	34,203.03	33,859.16	34,759.48	33,859.16	138,267.23
Miami, FL	21,475.07	22,031.53	22,031.53	21,687.66	22,587.98	21,687.66	167,541.88
New York 2, NY	11,580.64	12,137.10	12,137.10	11,793.23	12,693.55	11,793.23	168,804.90
Raleigh, NC	15,375.77	15,932.22	15,932.22	15,588.35	16,488.67	15,588.35	166,191.32
San Francisco, CA	34,667.65	35,224.10	35,224.10	34,880.23	35,780.55	34,880.23	142,606.53
Seattle, WA	11,362.58	13,031.93	13,031.93	40,183.96	14,701.28	40,183.96	138,267.23
Southfield (Detroit), MI	15,954.07	16,510.52	16,510.52	16,166.66	17,066.98	16,166.66	162,927.46
Sunnyvale, CA	34,595.36	35,151.81	35,151.81	34,807.94	35,708.26	34,807.94	142,118.83
Washington DC,	13,521.01	14,077.46	14,077.46	13,733.59	14,633.91	13,733.59	166,916.62

Origination	Berlin	Bilbao	Birmingham	Bogota	Bordeaux	Brighton	Bristol (Bedminster)
Atlanta, GA	\$18,868.92	\$ 19,981.83	\$ 18,525.05	\$ 81,178.93	\$ 19,425.37	\$ 18,525.05	\$ 18,525.05
Boston, MA	13,862.97	12,442.56	66,223.34	88,893.03	14,419.43	66,223.34	66,223.34
Chicago, IL	18,561.70	19,674.60	18,217.83	87,959.40	19,118.15	18,217.83	18,217.83
Dallas, TX	24,489.32	25,602.22	24,145.45	87,107.47	25,045.77	24,145.45	24,145.45
Houston, TX	24,923.05	26,035.95	24,579.18	85,473.62	25,479.50	24,579.18	24,579.18
Los Angeles, CA	34,203.03	35,315.93	33,859.16	101,473.66	34,759.48	33,859.16	33,859.16
Miami, FL	22,031.53	23,144.43	21,687.66	74,153.38	22,587.98	21,687.66	21,687.66
New York 2, NY	12,137.10	13,250.00	11,793.23	86,932.41	12,693.55	11,793.23	11,793.23
Raleigh, NC	15,932.22	17,045.12	15,588.35	82,334.30	16,488.67	15,588.35	15,588.35
San Francisco, CA	35,224.10	36,337.00	34,880.23	104,309.55	35,780.55	34,880.23	34,880.23
Seattle, WA	13,031.93	40,564.19	40,183.96	137,178.61	14,701.28	40,183.96	40,183.96
Southfield (Detroit), MI	16,510.52	17,623.43	16,166.66	87,562.61	17,066.98	16,166.66	16,166.66
Sunnyvale, CA	35,151.81	36,264.71	34,807.94	104,029.47	35,708.26	34,807.94	34,807.94
Washington DC,	14,077.46	15,190.36	13,733.59	84,960.12	14,633.91	13,733.59	13,733.59

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3 (Cont=d):

Origination	Brussels	Buenos Aires	Cali	Caracas	Cardiff	Carlisle	Cologne
Atlanta, GA	\$ 18,868.92	\$ 81,178.93	\$ 81,178.93	\$ 81,178.93	\$ 18,525.05	\$ 18,525.05	\$ 19,425.37
Boston, MA	13,862.97	88,893.03	88,893.03	88,893.03	66,223.34	66,223.34	14,419.43
Chicago, IL	18,561.70	87,959.40	87,959.40	87,959.40	18,217.83	18,217.83	19,118.15
Dallas, TX	24,489.32	87,107.47	87,107.47	87,107.47	24,145.45	24,145.45	25,045.77
Houston, TX	24,923.05	85,473.62	85,473.62	85,473.62	24,579.18	24,579.18	25,479.50
Los Angeles, CA	34,203.03	101,473.66	101,473.66	101,473.66	33,859.16	33,859.16	34,759.48
Miami, FL	22,031.53	74,153.38	74,153.38	74,153.38	21,687.66	21,687.66	22,587.98
New York 2, NY	12,137.10	86,932.41	86,932.41	86,932.41	11,793.23	11,793.23	12,693.55
Raleigh, NC	15,932.22	82,334.30	82,334.30	82,334.30	15,588.35	15,588.35	16,488.67
San Francisco, CA	35,224.10	104,309.55	104,309.55	104,309.55	34,880.23	34,880.23	35,780.55
Seattle, WA	13,031.93	137,178.61	137,178.61	137,178.61	40,183.96	40,183.96	14,701.28
Southfield (Detroit), MI	16,510.52	87,562.61	87,562.61	87,562.61	16,166.66	16,166.66	17,066.98
Sunnyvale, CA	35,151.81	104,029.47	104,029.47	104,029.47	34,807.94	34,807.94	35,708.26
Washington DC,	14,077.46	84,960.12	84,960.12	84,960.12	13,733.59	13,733.59	14,633.91

Origination	Copenhagen-Orestadt	Copenhagen-Sydvestvej	Coventry	Crewe	Croydon	Darlington	Derby
Atlanta, GA	\$ 18,868.92	\$ 18,868.92	\$ 18,525.05	\$ 18,525.05	\$ 18,525.05	\$ 18,525.05	\$ 18,525.05
Boston, MA	13,862.97	13,862.97	66,223.34	66,223.34	66,223.34	66,223.34	66,223.34
Chicago, IL	18,561.70	18,561.70	18,217.83	18,217.83	18,217.83	18,217.83	18,217.83
Dallas, TX	24,489.32	24,489.32	24,145.45	24,145.45	24,145.45	24,145.45	24,145.45
Houston, TX	24,923.05	24,923.05	24,579.18	24,579.18	24,579.18	24,579.18	24,579.18
Los Angeles, CA	34,203.03	34,203.03	33,859.16	33,859.16	33,859.16	33,859.16	33,859.16
Miami, FL	22,031.53	22,031.53	21,687.66	21,687.66	21,687.66	21,687.66	21,687.66
New York 2, NY	12,137.10	12,137.10	11,793.23	11,793.23	11,793.23	11,793.23	11,793.23
Raleigh, NC	15,932.22	15,932.22	15,588.35	15,588.35	15,588.35	15,588.35	15,588.35
San Francisco, CA	35,224.10	35,224.10	34,880.23	34,880.23	34,880.23	34,880.23	34,880.23
Seattle, WA	13,031.93	13,031.93	40,183.96	40,183.96	40,183.96	40,183.96	40,183.96
Southfield (Detroit), MI	16,510.52	16,510.52	16,166.66	16,166.66	16,166.66	16,166.66	16,166.66
Sunnyvale, CA	35,151.81	35,151.81	34,807.94	34,807.94	34,807.94	34,807.94	34,807.94
Washington DC,	14,077.46	14,077.46	13,733.59	13,733.59	13,733.59	13,733.59	13,733.59

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3 (Cont=d):

Origination	Doncaster	Dresden	Dublin	Dusseldorf	Dusseldorf 2	Edinburgh	Exeter
Atlanta, GA	\$ 18,525.05	\$ 19,425.37	\$ 19,425.37	\$ 19,425.37	\$ 19,425.37	\$ 18,525.05	\$ 18,525.05
Boston, MA	66,223.34	14,419.43	14,419.43	14,419.43	14,419.43	66,223.34	66,223.34
Chicago, IL	18,217.83	19,118.15	19,118.15	19,118.15	19,118.15	18,217.83	18,217.83
Dallas, TX	24,145.45	25,045.77	25,045.77	25,045.77	25,045.77	24,145.45	24,145.45
Houston, TX	24,579.18	25,479.50	25,479.50	25,479.50	25,479.50	24,579.18	24,579.18
Los Angeles, CA	33,859.16	34,759.48	34,759.48	34,759.48	34,759.48	33,859.16	33,859.16
Miami, FL	21,687.66	22,587.98	22,587.98	22,587.98	22,587.98	21,687.66	21,687.66
New York 2, NY	11,793.23	12,693.55	12,693.55	12,693.55	12,693.55	11,793.23	11,793.23
Raleigh, NC	15,588.35	16,488.67	16,488.67	16,488.67	16,488.67	15,588.35	15,588.35
San Francisco, CA	34,880.23	35,780.55	35,780.55	35,780.55	35,780.55	34,880.23	34,880.23
Seattle, WA	40,183.96	14,701.28	14,701.28	14,701.28	14,701.28	40,183.96	40,183.96
Southfield (Detroit), MI	16,166.66	17,066.98	17,066.98	17,066.98	17,066.98	16,166.66	16,166.66
Sunnyvale, CA	34,807.94	35,708.26	35,708.26	35,708.26	35,708.26	34,807.94	34,807.94
Washington DC,	13,733.59	14,633.91	14,633.91	14,633.91	14,633.91	13,733.59	13,733.59

Origination	Frankfurt	Frankfurt 2	Fredericksted	Geneva	Glasgow Clydebank	Glasgow Queen Street	Goteborg
Atlanta, GA	\$ 18,312.47	\$ 18,312.47	\$ 81,178.93	\$ 19,425.37	\$ 18,525.05	\$ 18,525.05	\$ 19,425.37
Boston, MA	13,306.52	13,306.52	88,893.03	14,419.43	66,223.34	66,223.34	14,419.43
Chicago, IL	18,005.25	18,005.25	87,959.40	19,118.15	18,217.83	18,217.83	19,118.15
Dallas, TX	23,932.87	23,932.87	87,107.47	25,045.77	24,145.45	24,145.45	25,045.77
Houston, TX	24,366.60	24,366.60	85,473.62	25,479.50	24,579.18	24,579.18	25,479.50
Los Angeles, CA	33,646.58	33,646.58	101,473.66	34,759.48	33,859.16	33,859.16	34,759.48
Miami, FL	21,475.07	21,475.07	74,153.38	22,587.98	21,687.66	21,687.66	22,587.98
New York 2, NY	11,580.64	11,580.64	86,932.41	12,693.55	11,793.23	11,793.23	12,693.55
Raleigh, NC	15,375.77	15,375.77	82,334.30	16,488.67	15,588.35	15,588.35	16,488.67
San Francisco, CA	34,667.65	34,667.65	104,309.55	35,780.55	34,880.23	34,880.23	35,780.55
Seattle, WA	11,362.58	11,362.58	137,178.61	14,701.28	40,183.96	40,183.96	14,701.28
Southfield (Detroit), MI	15,954.07	15,954.07	87,562.61	17,066.98	16,166.66	16,166.66	17,066.98
Sunnyvale, CA	34,595.36	34,595.36	104,029.47	35,708.26	34,807.94	34,807.94	35,708.26
Washington DC,	13,521.01	13,521.01	84,960.12	14,633.91	13,733.59	13,733.59	14,633.91

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3 (Cont=d):

Origination	Guadalajara	Hamburg	Hamburg 2	Hannover	Hong Kong	Kuala Lumpur	Leeds
Atlanta, GA	\$68,525.28	\$ 18,868.92	\$ 18,868.92	\$ 19,425.37	\$ 146,427.90	\$ 151,166.55	\$ 18,525.05
Boston, MA	81,416.00	13,862.97	13,862.97	14,419.43	154,593.79	159,332.44	66,223.34
Chicago, IL	71,855.62	18,561.70	18,561.70	19,118.15	143,989.39	148,728.04	18,217.83
Dallas, TX	61,663.62	24,489.32	24,489.32	25,045.77	137,749.29	142,487.95	24,145.45
Houston, TX	58,448.12	24,923.05	24,923.05	25,479.50	139,450.00	144,188.66	24,579.18
Los Angeles, CA	78,200.50	34,203.03	34,203.03	34,759.48	122,242.86	130,771.43	33,859.16
Miami, FL	72,372.40	22,031.53	22,031.53	22,587.98	151,517.51	156,256.17	21,687.66
New York 2, NY	78,760.34	12,137.10	12,137.10	12,693.55	152,780.53	157,519.19	11,793.23
Raleigh, NC	73,649.98	15,932.22	15,932.22	16,488.67	150,166.95	154,905.61	15,588.35
San Francisco, CA	81,961.49	35,224.10	35,224.10	35,780.55	126,582.16	131,320.81	34,880.23
Seattle, WA	98,543.19	13,031.93	13,031.93	14,701.28	122,242.86	126,981.51	40,183.96
Southfield (Detroit), MI	74,166.76	16,510.52	16,510.52	17,066.98	146,903.09	151,641.75	16,166.66
Sunnyvale, CA	81,588.26	35,151.81	35,151.81	35,708.26	126,094.46	130,833.11	34,807.94
Washington DC,	75,903.71	14,077.46	14,077.46	14,633.91	150,892.25	155,630.91	13,733.59

Origination	Leigh	Leipzig	Lille	Lima	Liverpool	Liverpool 2	London
Atlanta, GA	\$18,525.05	\$ 19,425.37	\$ 18,868.92	\$ 81,178.93	\$ 18,525.05	\$ 18,525.05	\$ 16,086.66
Boston, MA	66,223.34	14,419.43	13,862.97	88,893.03	66,223.34	66,223.34	11,080.72
Chicago, IL	18,217.83	19,118.15	18,561.70	87,959.40	18,217.83	18,217.83	15,779.44
Dallas, TX	24,145.45	25,045.77	24,489.32	87,107.47	24,145.45	24,145.45	21,707.06
Houston, TX	24,579.18	25,479.50	24,923.05	85,473.62	24,579.18	24,579.18	22,140.79
Los Angeles, CA	33,859.16	34,759.48	34,203.03	101,473.66	33,859.16	33,859.16	31,420.77
Miami, FL	21,687.66	22,587.98	22,031.53	74,153.38	21,687.66	21,687.66	19,249.27
New York 2, NY	11,793.23	12,693.55	12,137.10	86,932.41	11,793.23	11,793.23	9,354.84
Raleigh, NC	15,588.35	16,488.67	15,932.22	82,334.30	15,588.35	15,588.35	13,149.96
San Francisco, CA	34,880.23	35,780.55	35,224.10	104,309.55	34,880.23	34,880.23	32,441.84
Seattle, WA	40,183.96	14,701.28	13,031.93	137,178.61	40,183.96	40,183.96	33,330.32
Southfield (Detroit), MI	16,166.66	17,066.98	16,510.52	87,562.61	16,166.66	16,166.66	13,728.27
Sunnyvale, CA	34,807.94	35,708.26	35,151.81	104,029.47	34,807.94	34,807.94	32,369.55
Washington DC,	13,733.59	14,633.91	14,077.46	84,960.12	13,733.59	13,733.59	11,295.20

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3 (Cont=d):

<u>Origination</u>	<u>Lyon</u>	<u>Madrid</u>	<u>Malaga Bay</u>	<u>Malmö</u>	<u>Manchester</u>	<u>Manchester Ancoats</u>	<u>Marseille</u>
Atlanta, GA	\$ 19,425.37	\$ 19,425.37	\$ 81,178.93	\$ 18,868.92	\$ 18,525.05	\$ 18,525.05	\$ 19,425.37
Boston, MA	14,419.43	14,419.43	88,893.03	13,862.97	66,223.34	66,223.34	14,419.43
Chicago, IL	19,118.15	19,118.15	87,959.40	18,561.70	18,217.83	18,217.83	19,118.15
Dallas, TX	25,045.77	25,045.77	87,107.47	24,489.32	24,145.45	24,145.45	25,045.77
Houston, TX	25,479.50	25,479.50	85,473.62	24,923.05	24,579.18	24,579.18	25,479.50
Los Angeles, CA	34,759.48	34,759.48	101,473.66	34,203.03	33,859.16	33,859.16	34,759.48
Miami, FL	22,587.98	22,587.98	74,153.38	22,031.53	21,687.66	21,687.66	22,587.98
New York 2, NY	12,693.55	12,693.55	86,932.41	12,137.10	11,793.23	11,793.23	12,693.55
Raleigh, NC	16,488.67	16,488.67	82,334.30	15,932.22	15,588.35	15,588.35	16,488.67
San Francisco, CA	35,780.55	35,780.55	104,309.55	35,224.10	34,880.23	34,880.23	35,780.55
Seattle, WA	14,701.28	14,701.28	137,178.61	13,031.93	40,183.96	40,183.96	14,701.28
Southfield (Detroit), MI	17,066.98	17,066.98	87,562.61	16,510.52	16,166.66	16,166.66	17,066.98
Sunnyvale, CA	35,708.26	35,708.26	104,029.47	35,151.81	34,807.94	34,807.94	35,708.26
Washington DC,	14,633.91	14,633.91	84,960.12	14,077.46	13,733.59	13,733.59	14,633.91

<u>Origination</u>	<u>Mexico City</u>	<u>Middlesbrough</u>	<u>Milan</u>	<u>Mitcham</u>	<u>Monterrey</u>	<u>Munich</u>	<u>Nagoya</u>
Atlanta, GA	\$71,846.24	\$ 18,525.05	\$ 19,425.37	\$ 18,525.05	\$ 45,827.17	\$ 18,868.92	\$ 78,008.57
Boston, MA	84,736.96	66,223.34	14,419.43	66,223.34	58,717.90	13,862.97	86,174.46
Chicago, IL	75,176.58	18,217.83	19,118.15	18,217.83	49,157.52	18,561.70	75,570.06
Dallas, TX	64,984.59	24,145.45	25,045.77	24,145.45	38,965.52	24,489.32	69,329.97
Houston, TX	61,769.08	24,579.18	25,479.50	24,579.18	35,750.02	24,923.05	71,030.67
Los Angeles, CA	81,521.46	33,859.16	34,759.48	33,859.16	55,502.39	34,203.03	53,823.53
Miami, FL	75,693.36	21,687.66	22,587.98	21,687.66	49,674.29	22,031.53	83,098.18
New York 2, NY	82,081.30	11,793.23	12,693.55	11,793.23	56,062.24	12,137.10	84,361.21
Raleigh, NC	76,970.95	15,588.35	16,488.67	15,588.35	50,951.88	15,932.22	81,747.62
San Francisco, CA	85,282.45	34,880.23	35,780.55	34,880.23	59,263.38	35,224.10	58,162.83
Seattle, WA	101,078.54	40,183.96	14,701.28	40,183.96	89,247.02	13,031.93	53,823.53
Southfield (Detroit), MI	77,487.72	16,166.66	17,066.98	16,166.66	51,468.66	16,510.52	78,483.77
Sunnyvale, CA	84,909.22	34,807.94	35,708.26	34,807.94	58,890.16	35,151.81	57,675.13
Washington DC,	79,224.67	13,733.59	14,633.91	13,733.59	53,205.61	14,077.46	82,472.92

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3 (Cont=d):

<u>Origination</u>	<u>Rotterdam</u>	<u>Santiago</u>	<u>Sao Paulo</u>	<u>Seoul</u>	<u>Sheffield</u>	<u>Slough</u>	<u>Southampton</u>
Atlanta, GA	\$ 18,868.92	\$ 81,178.93	\$ 81,178.93	\$ 162,452.27	\$ 18,525.05	\$ 16,086.66	\$ 18,525.05
Boston, MA	13,862.97	88,893.03	88,893.03	170,618.16	66,223.34	11,080.72	66,223.34
Chicago, IL	18,561.70	87,959.40	87,959.40	160,013.76	18,217.83	15,779.44	18,217.83
Dallas, TX	24,489.32	87,107.47	87,107.47	153,773.66	24,145.45	21,707.06	24,145.45
Houston, TX	24,923.05	85,473.62	85,473.62	155,474.37	24,579.18	22,140.79	24,579.18
Los Angeles, CA	34,203.03	101,473.66	101,473.66	138,267.23	33,859.16	31,420.77	33,859.16
Miami, FL	22,031.53	74,153.38	74,153.38	167,541.88	21,687.66	19,249.27	21,687.66
New York 2, NY	12,137.10	86,932.41	86,932.41	168,804.90	11,793.23	9,354.84	11,793.23
Raleigh, NC	15,932.22	82,334.30	82,334.30	166,191.32	15,588.35	13,149.96	15,588.35
San Francisco, CA	35,224.10	104,309.55	104,309.55	142,606.53	34,880.23	32,441.84	34,880.23
Seattle, WA	13,031.93	137,178.61	137,178.61	138,267.23	40,183.96	33,330.32	40,183.96
Southfield (Detroit), MI	16,510.52	87,562.61	87,562.61	162,927.46	16,166.66	13,728.27	16,166.66
Sunnyvale, CA	35,151.81	104,029.47	104,029.47	142,118.83	34,807.94	32,369.55	34,807.94
Washington DC,	14,077.46	84,960.12	84,960.12	166,916.62	13,733.59	11,295.20	13,733.59

<u>Origination</u>	<u>Southend</u>	<u>St Valery TAT14</u>	<u>Stockholm</u>	<u>Stockholm 2</u>	<u>Strasbourg- Kehl</u>	<u>Stuttgart</u>	<u>Swindon</u>
Atlanta, GA	\$ 18,525.05	\$ 18,868.92	\$ 18,868.92	\$ 18,868.92	\$ 18,868.92	\$ 19,425.37	\$ 18,525.05
Boston, MA	66,223.34	13,862.97	13,862.97	13,862.97	13,862.97	14,419.43	66,223.34
Chicago, IL	18,217.83	18,561.70	18,561.70	18,561.70	18,561.70	19,118.15	18,217.83
Dallas, TX	24,145.45	24,489.32	24,489.32	24,489.32	24,489.32	25,045.77	24,145.45
Houston, TX	24,579.18	24,923.05	24,923.05	24,923.05	24,923.05	25,479.50	24,579.18
Los Angeles, CA	33,859.16	34,203.03	34,203.03	34,203.03	34,203.03	34,759.48	33,859.16
Miami, FL	21,687.66	22,031.53	22,031.53	22,031.53	22,031.53	22,587.98	21,687.66
New York 2, NY	11,793.23	12,137.10	12,137.10	12,137.10	12,137.10	12,693.55	11,793.23
Raleigh, NC	15,588.35	15,932.22	15,932.22	15,932.22	15,932.22	16,488.67	15,588.35
San Francisco, CA	34,880.23	35,224.10	35,224.10	35,224.10	35,224.10	35,780.55	34,880.23
Seattle, WA	40,183.96	13,031.93	13,031.93	13,031.93	13,031.93	14,701.28	40,183.96
Southfield (Detroit), MI	16,166.66	16,510.52	16,510.52	16,510.52	16,510.52	17,066.98	16,166.66
Sunnyvale, CA	34,807.94	35,151.81	35,151.81	35,151.81	35,151.81	35,708.26	34,807.94
Washington DC,	13,733.59	14,077.46	14,077.46	14,077.46	14,077.46	14,633.91	13,733.59

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

A. Recurring Charges 1 Year Term - DS3 (Cont=d):

Origination	Sydney	Taipei	Tijuana	Tokyo NPOP	Tokyo TROC	Turin
Atlanta, GA	\$ 165,889.44	\$ 151,166.55	\$ 44,022.15	\$ 78,008.57	\$ 78,008.57	\$ 19,981.83
Boston, MA	173,510.17	159,332.44	53,395.91	86,174.46	86,174.46	12,442.56
Chicago, IL	163,613.72	148,728.04	41,222.94	75,570.06	75,570.06	19,674.60
Dallas, TX	157,790.22	142,487.95	34,059.83	69,329.97	69,329.97	25,602.22
Houston, TX	159,377.39	144,188.66	36,012.10	71,030.67	71,030.67	26,035.95
Los Angeles, CA	143,318.99	130,771.43	16,259.72	53,823.53	53,823.53	35,315.93
Miami, FL	170,639.27	156,256.17	49,864.60	83,098.18	83,098.18	23,144.43
New York 2, NY	171,817.97	157,519.19	51,314.45	84,361.21	84,361.21	13,250.00
Raleigh, NC	169,378.87	154,905.61	48,314.27	81,747.62	81,747.62	17,045.12
San Francisco, CA	147,368.60	131,320.81	21,240.88	58,162.83	58,162.83	36,337.00
Seattle, WA	185,839.43	126,981.51	55,026.59	53,823.53	53,823.53	40,564.19
Southfield (Detroit), MI	166,332.91	151,641.75	44,567.63	78,483.77	78,483.77	17,623.43
Sunnyvale, CA	146,913.46	130,833.11	20,681.04	57,675.13	57,675.13	36,264.71
Washington DC,	170,055.75	155,630.91	49,146.85	82,472.92	82,472.92	15,190.36

Origination	Valencia	Washington	Westbury	Zurich
Atlanta, GA	\$ 19,981.83	\$ 18,525.05	\$ 18,525.05	\$ 18,868.92
Boston, MA	12,442.56	66,223.34	66,223.34	13,862.97
Chicago, IL	19,674.60	18,217.83	18,217.83	18,561.70
Dallas, TX	25,602.22	24,145.45	24,145.45	24,489.32
Houston, TX	26,035.95	24,579.18	24,579.18	24,923.05
Los Angeles, CA	35,315.93	33,859.16	33,859.16	34,203.03
Miami, FL	23,144.43	21,687.66	21,687.66	22,031.53
New York 2, NY	13,250.00	11,793.23	11,793.23	12,137.10
Raleigh, NC	17,045.12	15,588.35	15,588.35	15,932.22
San Francisco, CA	36,337.00	34,880.23	34,880.23	35,224.10
Seattle, WA	40,564.19	40,183.96	40,183.96	13,031.93
Southfield (Detroit), MI	17,623.43	16,166.66	16,166.66	16,510.52
Sunnyvale, CA	36,264.71	34,807.94	34,807.94	35,151.81
Washington DC,	15,190.36	13,733.59	13,733.59	14,077.46

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.2 Digital Private Line Service - DS3 (Cont=d)

B. Term Discounts - 1 Year Term - DS3

Term discounts are based on the 1 Year Term - T1/E1 base rate.

<u>Term</u>	<u>Discount</u>
2 Year	12%
3 Year	22%
5 Year	36%

C. Nonrecurring Charges

Per Each POP Access \$5,000

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

4. RATES (Cont=d)

4.6.3 Frame Relay Rates

A. Port and PVC Recurring Rates:

Speed (Kbps)	Europe <u>Port</u>	Mexico <u>Port</u>	South America <u>Port</u>	Japan <u>Port</u>	Asia <u>Port</u>
64	\$ 95.00	\$ 140.00	\$ 150.00	\$ 135.00	\$ 160.00
128	140.00	210.00	230.00	205.00	245.00
192	185.00	280.00	305.00	270.00	325.00
256	230.00	350.00	385.00	340.00	410.00
384	325.00	485.00	530.00	470.00	565.00
512	415.00	620.00	680.00	600.00	725.00
768	595.00	895.00	980.00	865.00	1,045.00
1024	780.00	1,165.00	1,280.00	1,130.00	1,360.00
1536	1,140.00	1,705.00	1,870.00	1,650.00	1,990.00
2048	1,500.00	2,250.00	2,465.00	2,175.00	2,625.00
DS3/E3	5,500.00	8,250.00	9,075.00	7,975.00	9,625.00

B. Inter-Region PVC per 64Kb Increment

<u>Region</u>	<u>North America</u>
Europe	\$180.00
Mexico	450.00
South America	468.00
Japan	396.00
Asia	630.00

C. Volume Discount

Total Monthly <u>Commitment</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$5,000 - \$25,000	3%	4%	5%
\$25,001 - \$50,000	6%	7%	8%
\$50,001 - \$85,000	10%	11%	13%
\$85,001 - \$110,000	15%	17%	19%
\$11,001 - \$150,000	20%	22%	25%
\$150,001 +	25%	28%	31%

D. Nonrecurring Charges

	<u>Per Port</u>	<u>Per PVC</u>
Installation and/or reconfiguration	\$250.00	\$25.00
Deinstallation / Deactivations	\$250.00	\$25.00

INTERNATIONAL PRIVATE LINE TELECOMMUNICATIONS SERVICES

5. Promotional Offerings

1. Second Quarter 2001 Frame Relay Installation Waiver - On-Net port or PVC nonrecurring installation charges will be waived for each circuit added by new or existing customers between April 15, 2001 and December 31, 2001 and which remain in service for a minimum of 12 months.

2. Second Quarter 2001 Frame Relay Port and PVC Discount - New or existing customers who order On-Net intra-North America Frame Relay ports or PVCs between April 15, 2001 and December 31, 2001 and which remain in service for a minimum of 12 months, will receive a 30% discount off the Port and PVC monthly recurring charges. New or existing customers who order On-Net non-intra-North America Frame Relay ports or PVCs between April 15, 2001 and December 31, 2001 and which remain in service for a minimum of 12, months will receive a 50% discount off the Port and PVC monthly recurring charges.

3. Second Quarter 2001 Frame Relay Large Networks - New or existing customers who upgrade their networks to include 10 or more On-Net Frame Relay ports with PVCs spanning 2 or more continents, between April 15, 2001 and December 31, 2001 will receive a 50% discount off the Port and PVC monthly recurring charges.

4. International Private Line - New or existing customers who sign up for a 1 year term plan for international private line between April, 15, 2001 and September 30, 2001, will receive a 25% discount off the monthly recurring charges. Also, new or existing customers who sign up for a 2 year or longer term plan for international private line between April, 15, 2001 and September 30, 2001, will receive a 35% discount off the monthly recurring charges. Discounts apply for the entire term of the plan. Local loops and other access services are not eligible for this discount. This promotional offering excludes intra United States circuits. Speeds included in this promotion are T1/E1 and DS3/E3. Orders must be placed for immediate installation and pre-paid term plans are excluded. Customers using this promotion are not eligible for any other special pricing offers. Wholesale customers are excluded from participating in this promotional offering.