

ACS Long Distance, Inc.

Effective: April 3, 1997

INTERNATIONAL COMMUNICATION SERVICE

RULES AND REGULATIONS

1. DESCRIPTION OF SERVICE

1. International Communication Service is the furnishing of ACS-LD services for communication between specified locations or areas under the terms of this document. The services will be provided by ACS-LD in conjunction with another carrier and a foreign administration or carrier connecting therewith.
2. ACS-LD, while acting at the customer's request and as his authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment.

2. LIMITATIONS

1. Service is offered subject to the availability of facilities and the provisions of this document.
2. ACS-LD reserves the right to discontinue furnishing service, upon notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of this document, or in violation of the law.

3. TERMS AND CONDITIONS

1. The Name(s) of the customer(s) and/or organization(s) desiring to use the service must be stipulated in the application for service. This provision is not intended to prohibit resale.
2. The customer is responsible for operating ACS-LD-provided equipment in a proper manner. Failure to do so will void ACS-LD liability for interruption of service and may make the customer responsible for damage to equipment pursuant to Section B.4 below.
3. Customer agrees to allow ACS-LD to remove all ACS-LD-provided equipment upon termination of the service interconnection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted.

4. LIABILITY (*Effective December 2, 1997 ~ 1st Revision*)

1. The liability of ACS-LD for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service, and not caused by the negligence of the customer or of ACS-LD in failing to maintain proper standards of maintenance and operation shall in no event 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 occurs.

ACS Long Distance, Inc.

Effective: December 2, 1997 ~ 1st Revision

INTERNATIONAL COMMUNICATION SERVICE

RULES AND REGULATIONS (continued)

2. ACS-LD shall be indemnified and held harmless by the customer against:
 1. Claims for libel, slander, infringement of copyright and any other claims arising out of the material, (T) data, information, or other content transmitted over ACS-LD's channels; and
 2. Patent infringement claims arising from combining or connecting ACS-LD-furnished channels with (T) apparatus and systems of the customer; and
 3. All other claims arising out of any act or omission of the customer in connection with any service (T) provided by ACS-LD.
3. ACS-LD is not liable for any act or omission of any other company or companies furnishing a portion of the service.
4. ACS-LD does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.
5. The customer indemnifies and holds ACS-LD harmless for any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any person injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of ACS-LD's negligence.

Effective: April 3, 1997

6. ACS-LD is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instrument, apparatus and associated wiring furnished by ACS-LD on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of ACS-LD negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of ACS-LD.
7. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communication systems with ACS-LD facilities. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

ACS Long Distance, Inc.

Effective: April 3, 1997

INTERNATIONAL COMMUNICATION SERVICE

RULES AND REGULATIONS (continued)

8. The customer shall insure that his equipment and/or systems is properly interfaced with facilities, that the signals emitted into ACS-LD's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage ACS-LD equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate or foreign communication service, ACS-LD will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain and operate his equipment and/or system properly, with resulting imminent harm to ACS-LD equipment, personnel, or the quality of service to other customers, ACS-LD may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, ACS-LD may, upon written notice, terminate the customer's service. The applicable technical parameters will be provided to the customer upon request.

5. USE OF SERVICE

The communication services provided hereunder by ACS-LD shall be used only for lawful purposes.

6. PAYMENT ARRANGEMENTS

1. The customer is responsible for payment of all charges for services furnished to the customer. Charges for installation and administrative changes are payable upon completion. If, because of a cancellation of an order, a non-ACS-LD carrier or supplier levies charges, those charges shall be borne by the customer. Fixed recurring charges are billed in advance.
2. The customer will be billed for any excise, sales, franchise or other tax or assessment imposed by the Federal Government or any other governing body with regard to the communication services provided by ACS-LD.
3. Billing will be payable upon receipt. Interest at the rate of .875% per month (unless prescribed by law, in which event at the highest rate allowed by law) will accrue upon any unpaid amount commencing 30 days after the bill is rendered.
4. Applicant or customers whose financial condition is not acceptable to ACS-LD, or is not a matter of general knowledge may be required at any time to make a deposit up to an amount equaling the installation charges, if applicable, and up to three months' actual or estimated charges for the service to be provided or alternative assurance of payment must be arranged. In the case of a cash deposit, interest at the rate paid in that locality for escrow accounts will be paid for the period during which deposit is held by ACS-LD. At ACS-LD's option, such deposit may be refunded or credited to the customer at any time prior to termination of service.

ACS Long Distance, Inc.

Effective: April 3, 1997

INTERNATIONAL COMMUNICATION SERVICE

RULES AND REGULATIONS (continued)

5. If notice of a dispute as to charges is not received in writing by ACS-LD within six months after an invoice is rendered; such invoice shall be deemed to be correct and binding upon the customer.

7. RESTORATION OF SERVICE

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

8. INSPECTION

ACS-LD may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this document are being complied with in the installation, operation or maintenance of the customer or ACS-LD equipment.

9. CANCELLATION FOR CAUSE BY ACS-LD

Upon non-payment of any sum owed to ACS-LD, or upon violation of any of the provisions governing the furnishing of service under this document, ACS-LD may, upon written notification to the customer, without incurring any liability, immediately discontinue the furnishing of such service.

10. SPECIAL CUSTOMER ARRANGEMENTS

In cases where a customer requests special arrangements which may include engineering, installation, construction, assembly, purchase or lease of facilities, and/or other special services not offered under this document, ACS-LD, at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly. Such charges will be implemented on a case-by-case basis.