

Telmex USA, L.L.C.

ITFS Business Service Guide
Effective: March 30, 2010
Reissued: August 1, 2012
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INTERNATIONAL TOLL FREE BUSINESS SERVICE

This Telmex USA International Toll-Free (ITFS) Business Service Guide consists of the following Parts:

- Service Description
- Terms and Conditions
- Pricing
- Service Area

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SERVICE DESCRIPTION**SD.1 ITFS Business Service**

ITFS Business Service provides Toll-Free calling capabilities for calls terminating at a Business Customer's Site in the US Mainland from an international location. ITFS calls are dialed by the calling party using an International Freephone Number or other Toll-Free Number assigned by the foreign carrier. Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Toll-Free calls are billed to the Customer for the International Toll-Free Number or International Freephone Number. Access to the Service is gained by dialing a ten-digit telephone number (8XX) NXX-XXXX or other TFN, which terminates at the Customer's location. The Business Customer may select either a Month-to-Month or 6-Month Rate Plan.

SD.2 Service Commitment Period

Business Customers may select a month-to-month or six (6) month Service Commitment Period. For Business Customers subscribing to ITFS, the minimum Service period is one month.

SD.3 Service Availability

Service is available from locations in the countries listed in SA.1 to Customer locations in the US Mainland. Available locations are subject to change.

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TERMS AND CONDITIONS**TC1 Service Arrangements**

To use ITFS Business Service, the Business Customer must obtain a switched access line between the Business Customer's location where the toll-free calls will terminate and the Company-Provided POP. The Business Customer must obtain an adequate number of access lines for this Service to handle the Business 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, may disconnect or refuse to furnish ITFS Business Services to any Business Customer that fails to comply with these conditions. In case of disconnection, the Business Customer will be notified at least five days in advance of the disconnect. Notification may be by mail, electronic mail, or in person.

TC2 Routing Arrangements

Each International Toll-Free Number associated with Switched International Toll-Free Service includes only one routing arrangement per billing account.

TC3 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Business Customer. The Business Customer is responsible for all costs at the Business Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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TC4 Limitations on Service

- (A) ITFS Business Service is furnished upon the condition that the Business Customer contracts for adequate facilities to permit the use of this Service without injurious effect upon Telmex USA or any service rendered by third party vendors on behalf of Telmex USA.
- (B) The availability of ITFS Numbers from Telmex USA is limited by Telmex USA's ability to obtain ITFS Numbers requested by the Business Customer.
- (C) Nothing herein, or in any other Agreement, Guide, Tariff, Price List or any other document, or in any marketing materials issued by Telmex USA shall give any person any ownership, interest, or proprietary right in any code or ITFS Number issued by Telmex USA to its Business Customers.

TC5 Ownership and Brokering of Numbers

- (A) ITFS Numbers are incidental to the ITFS Business Service(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of International Toll Free transmission Services. The assignment of an ITFS Business Number for use with Company-Provided International Toll Free transmission Service confers on the Business Customer no proprietary interest whatsoever in the number assigned. It shall be a violation of this Guide and Agreement if the Business Customer seeks to acquire, or does acquire, any International Toll Free Number associated with International Toll Free Service for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that International Toll Free Number, independent of the ITFS Business Service with which it is associated.
- (B) In any instance in which Telmex USA learns that a Business Customer or prospective Business Customer is attempting to sell or otherwise transfer or assign a Toll Free Number to another person, Telmex USA may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the Business Customer discontinue the furnishing of Service via the number, whichever course of action is appropriate.

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TC6 Limitation of Liability**TC6.1 Use or Abuse of ITFS Business Service**

The use or abuse of ITFS Business Service described herein by any party including, but not limited to, the Business Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the Business Customer may suffer due to the fault of third parties must be sought from such other parties. In the case of ITFS, this applies to third parties who dial the Business Customer's ITFS Number by mistake. Compensation for any injury the Business Customer may suffer due to the fault of third parties must be sought from such other parties.

TC6.2 Delay of Due Date**(A) By the Business Customer**

A Business Customer may delay the due date of an order when:

- The request for the delay is received by the Company prior to the order's due date, and
- The total delay measured from the order's initial due date does not exceed 30 cumulative calendar days.

When the Business Customer has delayed an order for the maximum 30 cumulative calendar days, the order may not be delayed further by the Business Customer. In such case, the Business Customer has the option to cancel the order and pay the applicable cancellation charge for the Toll-Free Services ordered. The cancellation is effective on the 30th calendar day of the delay.

(B) By the Company

The Company will make every reasonable effort to assure that ITFS Business Services are furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than 30 cumulative calendar days and such delay is not requested or caused by the Business Customer, the Business Customer may cancel the order without cancellation charges applying.

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TC6.3 Implementation of Service

- (A) Telmex USA may terminate or refuse to furnish ITFS Service to any Applicant or Business Customer, without incurring any liability, if the use of the Service would interfere with or impair any Service offered by Telmex USA.

- (B) When the failures listed below are due solely to the negligence of Telmex USA, Telmex USA's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Business Customer as the direct result of such failure or failures or (b) the sum of \$1,000.00.
 - 6.3.1 any claim arising out of any and all failings by Telmex USA in connection with the provision of ITFS Business Service to the Business Customer, including but not limited to:
 - (a) ITFS Business Service is not made available on the date committed to the Business Customer or cannot otherwise be made available after acceptance of the Business Customer's order; or
 - (b) ITFS Business Service is provided with a number or numbers other than the one(s) committed by the Company to the Business Customer; or
 - (c) ITFS Business Service is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.

- (C) With respect to any order for an ITFS number or changes to any ITFS number changes Telmex USA provides to the ITFS Business Customer, the Business Customer will indemnify and hold Telmex USA harmless against any third party claims arising out of the execution of changes requested by the Business Customer.

- (D) If the Company's failure of performance is thirty-five (35) days or less, ITFS Service shall not be subject to cancellation. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such ITFS Business Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected ITFS Service may be canceled by either the Company or the

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Business Customer without liability other than the Business Customer's liability for payment for said ITFS Service provided prior to cancellation.

TC6.4 Blocking or Service Interruption

- (A) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Business Customer may suffer due to the fault of parties other than Telmex USA must be sought from such other parties.
- (B) If an ITFS Business Customer is found to be non-compliant in passing back appropriate answer supervision, Telmex USA reserves the right to suspend Service temporarily and/or deny requests for additional Service without liability. Telmex USA will give the Business Customer ten (10) calendar days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

TC6.5 High Volume Calling Applications

- (A) Telmex USA reserves the right to require Business Customer(s) requesting ITFS Business Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast may be required quarterly after Service is initiated.
- (B) A Business Customer will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions that could result in a sudden burst of calls to the network, generating very high call volumes in a short period of time. Telmex USA reserves the right to request traffic data, which depending on the forecast, may delay Service due to the addition of facilities.
- (C) Use of Toll-Free or 800 Services for mass calling applications may require an express prior written agreement between the Business Customer and Telmex USA to allow such use and to establish a customized pricing plan

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TC7 Toll-Free Number Administration**TC7.1 Assignment and Reservation of Toll-Free Numbers**

- (A) A Business Customer, who subscribes to and/or uses this ITFS Business Service, authorizes Telmex USA to act as the Business Customer's agent in the procurement or management of foreign Toll-Free telephone numbers in order to complete ITFS calls originated in countries listed in section SA1 via such Toll-Free numbers to Business Customer locations in the Mainland United States. This authorization includes but is not limited to authorization to act on Business Customer's behalf as deemed necessary by Telmex USA, in its sole judgment and discretion based on all information actually available to it, to implement Business Customer's ITFS Service. Freephone numbers may be obtained from the International Telecommunications Union (ITU), or foreign telecommunications administrations and/or foreign regulatory authorities ("collectively, "foreign entities") for such countries, consistent with applicable law and Telmex USA's arrangements with foreign carriers. Notwithstanding the foregoing, the Business Customer retains the right or ability to act directly on its own behalf with regard to contacts and relations with such foreign entities concerning matters affecting its interests.
- (B) Telmex USA has no control over the actions of such foreign entities or any other third parties whose action or inaction may affect the ultimate availability to Business Customer and expressly disclaims any warranty regarding the success or failure of its efforts on the Business Customer's behalf.

TC7.2 Requirements for Reservation of ITFNs

- (A) At the Business Customer's request, the Company will request reservation, assignment, activation or change, upon receipt of a verified request, TFNs for a Business Customer or potential Business Customer. An ITFS Number so requested, if found to be available, will be reserved for and furnished to the eligible Business Customer, providing the Business Customer:

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7.2.1 Subscribes to Toll Free Service within forty-five (45) days of the reservation of said number; and

7.2.2 Provides acceptable credit information; and

7.2.3 Uses the Service within an additional ninety (90) day period.

- (B) If a Business Customer who has received a toll free number does not subscribe to and use the Service within the ninety (90) day period specified above, Telmex USA reserves the right to make the number available for use by another Business Customer in accordance with the terms in this section.
- (C) If an ITFS Number is changed by Telmex USA for conditions beyond its reasonable control, nothing in any provision of this Guide or the Agreement or in any marketing materials issued by Telmex USA or in any agreement between the Business Customer and Telmex USA shall give any Business Customer, Applicant, assignee or transferees any ownership interest or proprietary right in any given ITFS Number. An Applicant includes a prospective Business Customer who has reserved a toll free telephone number hereunder.
- (D) A Business Customer who sells an ongoing operating business for which an ITFS Number has been in use may transfer the right to continue to use the ITFS Number(s) as long as (1) Telmex USA is able to transfer such number under Telmex USA's servicing agreement with vendors who provide a portion of the Service Telmex USA offers to its Business Customer and (2) the transferee establishes credit in accordance with the Standard Business Agreement.

TC7.3 Release of ITFS Number(s)

- (A) Telmex USA will release a Business Customer's ITFS Number(s) only upon the following occurrences:
 - 7.3.1 there are no outstanding unpaid, unresolved or disputed payments or any other payments or indebtedness due and payable to Telmex USA by the Business Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by Telmex USA; and

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7.3.2 there are no unsatisfied liens or claims for property against which payment for such communications service(s) or Service(s) have been guaranteed or otherwise collateralized.

- (B) Telmex USA reserves the right to withhold its authorization of such transfer of such Business Customer's ITFS Number(s) until the Business Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Guide and the Service Agreement between the Business Customer and Telmex USA.
- (C) The failure of the Business Customer to fulfill the terms and conditions of Service including but not limited to any Term Plans or the attempt to process a change of long distance service provider for the Business Customer's ITFS Number(s) prior to the completion of a Term Plan (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the ITFS Number(s) to revert from the Business Customer to Telmex USA, whereupon such Business Customer shall no longer possess the right to transfer such ITFS Number(s) to any other long distance service provider and whereupon Telmex USA shall have the right to reissue said number(s) at its sole discretion to any other party.
- (D) At the discretion of Telmex USA, a canceled ITFS Number may be reestablished for the same Business Customer within sixty (60) days. However, the Business Customer must reapply for ITFS Service as a new Applicant. During those sixty (60) days, the ITFS number cannot be selected by another Business Customer.

TC8 Termination of Service

- (A) By Company

If Service is terminated by Telmex USA for violation of the Business Service Agreement or this Guide, Telmex USA shall refuse to transfer the number to any other Business Customer, shall refuse to reconnect the number for the previous Business Customer; shall refuse to honor transfer of service arrangements between the disconnected Business Customer and any third party; and shall refuse to honor any change of Resp Org forms from the disconnected Business Customer for a period of up to 4 months. If the Business Customer rectifies the

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violation to the satisfaction of Telmex USA, Telmex USA may, in its sole discretion, return the number to the control of the Business Customer.

(B) By Business Customer

You must provide written notice, conspicuously titled "Request for Service Disconnection", either (a) of 60 days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the service You are canceling, whichever is longer.

(C) Early Cancellation Penalty

If the Business Customer cancels the 6 Month Term Plan prior to the end of the 6 months, the Business Customer pays \$50 for each month remaining in the Term Plan.

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PRICING**P1 General**

Rates, charges, and discounts vary according to the Commitment Period selected and the monthly volume subscribed to by the Business Customer. All calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute. All rates and charges are in US dollars. The rates are the same 24 hours a day, 7 days a week. Rates are shown in the rate table at P2.3

P1.1 Month-to-Month Service

Service is provided on a monthly basis. Service may be cancelled by the Business Customer after written notice to the Company as set forth in **TC8**.

P1.2 Term Plan Service, 6 Month Term Plan

Under this Plan, Business Customer commits to a Service Commitment Period of six months. This Plan will be extended automatically for an additional Service term equal to the length originally agreed upon by the Business Customer unless cancelled in writing 60 days in advance of the end of the initial commitment period as set forth in **TC8**.

Business Customer will have the option to roll over to the Month-to-Month Service. If the Business Customer rolls over to the Month-to-Month Service prior to the end of the Service Commitment Period, the Business Customer pays a penalty equal to the set-up fee. If the Business Customer cancels prior to the end of the Service Commitment Period, the Business Customer pays an early termination penalty equal to the MMUC for each month remaining.

P2 ITFS Business Service Rates and Charges**P2.1 Non-Recurring Charges****P2.1.1 Set Up Fee***Revised Reference Effective 12/12/2012*

A Set-up fee of \$120.00 will be charged per Toll Free number activation. This Fee is waived for Business Customers who subscribe to a Term Plan.

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Unless the Business Customer cancels prior to the end of the Term. Business Customers who cancel prior to the end of the Term will be billed the Set-up Fee.

P2.2 Monthly Recurring Charges
P2.2.1 Minimum Monthly Usage
Revised Reference Effective 12/12/2012

The provision of the ITFS Business Service conditional upon the Business Customer committing to a minimum monthly usage commitment (MMUC) per month as detailed in Section **P2.4**. The MMUC applies per Business Customer Account Number.

P2.2.2 Optional CD-ROM Bill Copy

Business Customers subscribing to this Service receive a CD-ROM copy of their bill each month including call detail records for a Monthly Recurring Charge of \$350.00.

P.2.2.3 Other Charges

Monthly charges for other Service charges are set forth in **P2.4**.

P2.3 ITFS Business Service Rates

Rates for ITFS Business¹ are listed in the table below. All calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute. The rates are the same 24 hours a day, 7 days a week. All rates below are in US dollars.

Changes in Countries Served
Change effective 9/1/2012.
Service is only available to the countries listed below.

Originating Country/Region/Location	Rate Per Minute
Argentina	\$0.3120
Australia	\$0.2565
Austria	\$0.6096
Belgium	\$0.2048
Bolivia	\$0.3596

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Originating Country/Region/Location	Rate Per Minute
Brazil	\$0.3036
Canada	\$0.2762
Chile	\$0.3120
China	\$0.9177
Colombia	\$0.3596
Dominican Republic	\$0.4310
Ecuador	\$0.7093
El Salvador	\$0.5977
France	\$0.3120
Germany	\$0.6453
Greece	\$0.5443
Guatemala	\$0.2524
Israel	\$0.2748
Italy	\$0.2786
Japan	\$0.4012
Luxembourg	\$0.2912
Mexico	\$0.2286
Monaco	\$1.0872
Netherlands	\$0.4489
New Zealand	\$0.2653
Nicaragua	\$0.3358
Panama	\$0.3000
Paraguay	\$0.4310
Peru	\$0.4072
Puerto Rico	\$0.2643
South Korea	\$0.3996
Spain	\$0.3953
United Kingdom	\$0.3953
United States	\$0.0855
Uruguay	\$0.3581
Venezuela	\$0.4310

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P2.4 Rates and Discount Policies See Comments to Discount Policies document.**P2.4.1 Month-to-Month Service**

Service is provided on a monthly basis. Under this Plan, the Business Customer commits to a minimum monthly usage (MMUC) level as set forth below. The MMUC applies per Business Customer Account Number.

Monthly Bill ¹	MMUC	Discount Percent	Set up fee
≤ \$175.00	\$50	0.0%	\$120
\$175.00 - \$300.00	\$175	5.0%	\$120
\$300.01 - \$600.00	\$300	10.0%	\$120
\$600.01 - \$900.00	\$600	15.0%	\$120
\$900.01 - \$1,500.00	\$900	20.0%	\$120
≥ \$1,500.01	\$1,500	25.0%	\$120

The stated discount percent is applicable to the rates in Section P2.3.

¹ Excludes taxes, surcharges, and fees

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P2.4.2 Six (6) Month Term Plan Service

Under this Plan, the Business Customer commits to a Service Commitment Period of six (6) months and meet a minimum monthly usage (MMUC) level as set forth below.. The MMUC applies per Business Customer Account Number.

This Plan will be extended automatically for an additional Service Commitment Period equal to the length originally agreed upon by the Business Customer unless cancelled in writing 60 days in advance of the end of the initial Service Commitment Period as set forth in Section TC8.

The set-up fee of \$120.00 is waived under this Plan. If the Business Customer cancels prior to the end of the Term, the Business Customer will be billed the Set Up Fee. The stated discount percent below is applicable to the rates in Section P2.3.

Monthly Bill ²	MMUC	Discount Percent	Set Up Fee
≤ \$175.00	\$50	0.0%	waived
\$175.00 - \$300.00	\$175	7.5%	waived
\$300.01 - \$600.00	\$300	12.5%	waived
\$600.01 - \$900.00	\$600	17.5%	waived
\$900.01 - \$1,500.00	\$900	22.5%	waived
≥ \$1,500.01	\$1,500	27.0%	waived

Change in MMUC
Revised Section Effective 12/16/2011

~~Business Customer will have the option to roll over to the Month-to-Month Service. If the Business Customer cancels prior to the end of the Service Commitment Period, the Business Customer pays an early termination penalty equal to the MMUC for each month remaining.~~

The paragraph below is new.

If the Customer's average monthly billing for the Service during the sixty (60) days immediately preceding the request to change the MMUC is either at least 50% lower or higher than the initial MMUC selected by the Customer, the Customer may select another MMUC within this plan subject to the following conditions: the Customer must commit to a new term equal to six (6) months plus the remaining months on the initial commitment. For example, Customer has two (2) months remaining on its initial commitment and commits to a new term plan with a lower MMUC. The length of the new term commitment is eight (8) months. Customer must sign a new Service Order/Letter of Agency. New MMUC and term will be effective no later than the first full billing period following receipt and acceptance of new Letter of Agency by the Company. No credits will be issued for original MMUCs billed under the original commitment. For the avoidance of doubt, Customer may not select another MMUC as described in this paragraph prior to the start of month 3 of the initial term of Service

² Excludes taxes, surcharges, and fees

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P2.5 Miscellaneous Charges
This Section was previously on Page 18.

Feature	Non-Recurring Charge	Monthly Recurring Charge
Destination Number Change, per order	\$50.00	--
Toll-Free Number Change per Toll-Free Number	\$50.00	--

SERVICE AREA
SA1 Originating Countries/Regions

International Toll Free Service may originate in the countries and regions listed below for termination in the United States.

Changes in Service Area
Change effective 9/1/2012.

Service is only available to the countries listed below.

Argentina	Colombia	Israel	Panama
Australia	Denmark	Italy	Paraguay
Austria	Dominican Republic	Japan	Peru
Belgium	Ecuador	Luxembourg	South Korea
Bolivia	El Salvador	Mexico	Spain
Brazil	France	Monaco	United Kingdom
Canada	Germany	Netherlands	United States
Chile	Greece	New Zealand	Uruguay
China	Guatemala	Nicaragua	Venezuela

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