

INTERNATIONAL WHOLESALE TOLL-FREE SERVICES

This Telmex USA Wholesale International Toll-Free (ITFS) Service Guide (“Service Guide”) consists of the following parts :

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

Wholesale Carrier Customer as used in this Service Guide is the wholesale carrier that purchases ITFS Wholesale Service from Telmex USA to incorporate into their own retail International Toll Free Service offering to their own End-Users.

SERVICE DESCRIPTION

SD.1 ITFS Wholesale Service

ITFS Wholesale Service (“ITFS Wholesale Service” or “Service(s)”) provides International Toll-Free calling capabilities for calls terminating at a Wholesale Carrier Customer’s switch or POP facility in the U.S. Mainland (hereinafter defined as the District of Columbia and the 48 conterminous states) or Puerto Rico 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. ITFS Wholesale Service permits calls to be completed to the Wholesale Carrier Customer’s switch or POP facility without charge to the calling party. Toll-Free calls are billed to the Wholesale Carrier Customer for the International Toll-Free Number (“ITFS 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 Wholesale Carrier Customer’s switch or POP facility.

SD.2 Service Commitment Period

For Wholesale Carrier Customer’s subscribing to ITFS, the minimum Service period is twelve (12) months (“Service Commitment Period”). Upon expiration, this term will be extended automatically on a month-to-month basis unless cancelled in writing by Wholesale Carrier Customer sixty (60) days in advance of the end of the Service Commitment Period as set forth in TC8 (Termination of Service).

INTERNATIONAL WHOLESALE TOLL-FREE SERVICES**SD.3 Service Availability**

Service is available from landline phones at locations in the countries listed in SA.1 to Wholesale Carrier Customer locations in the U.S. Mainland or Puerto Rico. Available locations are subject to change at the Company's discretion.

TERMS AND CONDITIONS

This Service is subject to the Wholesale Service Agreement, the General Provisions Service Guide, and this Service Guide. In the event of a conflict between these documents, the following order of precedence will prevail: this Service Guide, the Wholesale Service Agreement, and the General Provisions Service Guide.

TC1 Service Arrangements

To use ITFS Wholesale Service, the Wholesale Carrier Customer must obtain a switched access line between the Wholesale Carrier Customer's location where the toll-free calls will terminate and the Company-Provided POP. The Wholesale Carrier Customer must obtain an adequate number of access lines for this Service to handle the Wholesale Carrier 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 Wholesale Services to any Wholesale Carrier Customer that fails to comply with these conditions. In case of disconnection, the Wholesale Carrier 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 ITFS Number associated with Switched ITFS Service includes only one routing arrangement per billing account.

TC3 Terminal Equipment

Services may be used with or terminated in Wholesale Carrier Customer-provided terminal equipment or Wholesale Carrier Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be

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furnished and maintained at the expense of the Wholesale Carrier Customer. The Wholesale Carrier Customer is responsible for all costs at the Wholesale Carrier 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.

TC4 Limitations on Service

- (A) ITFS Wholesale Service is furnished upon the condition that the Wholesale Carrier 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 Wholesale Carrier 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 Wholesale Carrier Customer s.

TC5 Ownership and Brokering of Numbers

- (A) ITFS Numbers are incidental to the ITFS Wholesale 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 Wholesale Carrier Customer no proprietary interest whatsoever in the number assigned. It shall be a violation of this Guide and Agreement if the Wholesale Carrier 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

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for a fee (or other consideration) to another party that International Toll Free Number, independent of the ITFS Wholesale Service with which it is associated.

- (B) In any instance in which Telmex USA learns that a Wholesale Carrier Customer or prospective Wholesale Carrier 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 Wholesale Carrier Customer discontinue the furnishing of Service via the number, whichever course of action is appropriate.

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

The use or abuse of ITFS Wholesale Service described herein by any party including, but not limited to, the Wholesale Carrier Customer or their 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 Wholesale Carrier 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 Wholesale Carrier Customer's ITFS Number by mistake. Compensation for any injury the Wholesale Carrier 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 Wholesale Carrier Customer**

A Wholesale Carrier 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 Wholesale Carrier Customer has delayed an order for the maximum 30 cumulative calendar days, the order may not be delayed further by the Wholesale Carrier Customer. In such case, the Wholesale

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Carrier 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 Wholesale 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 Wholesale Carrier Customer, the Wholesale Carrier Customer may cancel the order without cancellation charges applying.

TC6.3 Implementation of Service

- (A) Telmex USA may terminate or refuse to furnish ITFS Service to any Applicant or Wholesale Carrier 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 Wholesale Carrier 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 Wholesale Service to the Wholesale Carrier Customer , including but not limited to:

(a) ITFS Wholesale Service is not made available on the date committed to the Wholesale Carrier Customer or cannot otherwise be made available after acceptance of the Wholesale Carrier Customer 's order; or

(b) ITFS Wholesale Service is provided with a number or numbers other than the one(s) committed by the Company to the Wholesale Carrier Customer ; or

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- (c) ITFS Wholesale 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 Wholesale Carrier Customer, the Wholesale Carrier Customer will indemnify and hold Telmex USA harmless against any third party claims arising out of the execution of changes requested by the Wholesale Carrier 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 Wholesale 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 Wholesale Carrier Customer without liability other than the Wholesale Carrier 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 Wholesale Carrier Customer may suffer due to the fault of parties other than Telmex USA must be sought from such other parties.
- (B) If an ITFS Wholesale Carrier 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 Wholesale Carrier Customer ten (10) calendar days' written notice via certified U.S. Mail or via E-Mail or Facsimile of intent to suspend or deny Service due to such non-compliance.

INTERNATIONAL WHOLESALE TOLL-FREE SERVICES**TC6.5 High Volume Calling Applications**

- (A) Telmex USA reserves the right to require Wholesale Carrier Customer (s) requesting ITFS Wholesale 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 Wholesale Carrier 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 ITFS Wholesale Services for mass calling applications may require an express prior written agreement between the Wholesale Carrier Customer and Telmex USA to allow such use and to establish a customized pricing plan.

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

- (A) A Wholesale Carrier Customer, who subscribes to and/or uses this ITFS Wholesale Service, authorizes Telmex USA to act as the Wholesale Carrier 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 Wholesale Carrier Customer locations in the U.S. Mainland or Puerto Rico. This authorization includes but is not limited to authorization to act on Wholesale Carrier 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 Wholesale Carrier 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

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USA's arrangements with foreign carriers. Notwithstanding the foregoing, the Wholesale Carrier 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 Wholesale Carrier Customer and expressly disclaims any warranty regarding the success or failure of its efforts on the Wholesale Carrier Customer's behalf.

TC7.2 Requirements for Reservation of ITFS Numbers

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

7.2.1 Subscribes to ITFS 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 Wholesale Carrier 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 Wholesale Carrier 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 Wholesale Carrier Customer and Telmex USA shall give any Wholesale Carrier Customer, Applicant, assignee or

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transferees any ownership interest or proprietary right in any given ITFS Number. An Applicant includes a prospective Wholesale Carrier Customer who has reserved a toll free telephone number hereunder.

- (D) A Wholesale Carrier 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 Wholesale Carrier Customer and (2) the transferee establishes credit in accordance with the Standard Wholesale Carrier Services Agreement.

TC7.3 Release of ITFS Number(s)

- (A) Telmex USA will release a Wholesale Carrier 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 Wholesale Carrier Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by Telmex USA; and
 - 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 Wholesale Carrier Customer's ITFS Number(s) until the Wholesale Carrier Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Guide and the Service Agreement between the Wholesale Carrier Customer and Telmex USA.
- (C) The failure of the Wholesale Carrier 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 Wholesale Carrier Customer's ITFS Number(s) prior to the completion of a Term Plan (and/or before all payments and indebtedness have been paid or

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satisfied) shall cause the ownership of the ITFS Number(s) to revert from the Wholesale Carrier Customer to Telmex USA, whereupon such Wholesale Carrier 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 Wholesale Carrier Customer within sixty (60) days. However, the Wholesale Carrier Customer must reapply for ITFS Service as a new Applicant. During those sixty (60) days, the ITFS number cannot be selected by another Wholesale Carrier Customer.

TC7.4 Porting ITFS Number(s) To Telmex USA

Toll-free numbers may be ported by Wholesale Carrier Customer to Telmex USA from another carrier subject to the following. If Wholesale Carrier Customer cancels a toll-free number or terminates service, the toll-free number may not be available to port if it has been released to the SMS pool or re-assigned to a new customer. It is Wholesale Carrier Customer's responsibility to port the toll-free number(s) prior to account cancellation. ITFS Numbers are not portable unless permitted by foreign Telecoms and the regulations in other countries. Wholesale Carrier Customer is required to complete a new Letter of Authorization for each number or number(s) to be ported and to provide a copy of its most recent invoice (current within 30 days) from its current service provider with the transfer request submitted to Telmex USA. Wholesale Carrier Customer may be required to complete and submit other documents at the request of Telmex USA. Wholesale Carrier Customer information provided on the LOA or other documents must match the information in the SMS database and on the account of Wholesale Carrier Customer's existing carrier. Such information includes but is not limited to

- Name and address
- Account number from your old service provider
- Account password from your old service provider (if applicable)
- Social Security Number (SSN)

Times for completion of the transfer request may be delayed due to circumstances such as credit authorization, incomplete payment, insufficient

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and/or inaccurate information provided when placing the transfer request, or a hold on porting placed by the existing carrier.

TC8 Termination of Service**(A) By Company**

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

(B) By Wholesale Carrier 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 or Puerto Rico portion of the service You are canceling, whichever is longer.

(C) Early Termination Policies

Please see Section P2.4

PRICING**P1 General**

Rates, charges, and discounts vary by rate plan. All rates and charges are in US dollars. The rates are the same 24 hours a day, 7 days a week.

INTERNATIONAL WHOLESAL TOLL-FREE SERVICES**P2 ITFS Wholesale Service Rates and Charges****P2.1 Non-Recurring Charges****P1.1 Set Up Fee**

A Set up fee of \$100.00 will be charged per Toll Free number activation unless otherwise indicated in the LOA.

P2.2 Monthly Recurring Charges**P2.2.1 Minimum Monthly Usage**

The provision of the ITFS Wholesale Service is conditional upon the Wholesale Carrier Customer committing to a minimum monthly usage commitment (MMUC) of \$50 (fifty United States Dollars) **per ITFS number** per month. .

P.2.2.2 Other Charges

Miscellaneous charges for other Service changes are set forth in **P2.5**.

P2.3 ITFS Wholesale Service Rates *Revised rates effective 9/1/2012*

Rates for ITFS Wholesale Service are listed in the table below and only apply to calls originating from landline phones in the Originating Country/Region/Location. 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.

Originating Country/Region/Location	Rate Per Minute	Effective Date
Argentina	0.132	27-Sep-12
Bolivia	0.154	27-Sep-12
Brazil	0.080	1-Sep-10
Chile	0.132	27-Sep-12
Colombia	0.154	27-Sep-12

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Dominican Rep.	0.187	27-Sep-12
Ecuador	0.198	27-Sep-12
El Salvador	0.264	27-Sep-12
Guatemala	0.105	27-Sep-12
Honduras	0.352	27-Sep-12
Kenya	0.220	1-Sep-10
México	0.090	1-Sep-10
Netherland-Antilles	0.273	1-Oct-12
Nicaragua	0.143	27-Sep-12
Paraguay	0.187	27-Sep-12
Peru	0.176	27-Sep-12
Uruguay	0.153	27-Sep-12
Venezuela	0.190	1-Sep-10

**the above included rates assume a SIP hand-off within the U.S.*

P2.4 Early Termination Policies

P2.4.1. Termination During the Service Commitment Period

If the Wholesale Carrier Customer cancels the Service in whole or in part prior to the end of the Service Commitment Period or Telmex USA terminates the Service in whole or in part due to Wholesale Carrier Customer's breach, the Wholesale Carrier Customer shall pay, as an early termination charge, the sum of \$50 (fifty dollars) per each affected/terminated ITFS number multiplied by the number of months remaining in the Service Commitment Period.

P2.4.2. Termination During the renewal period

If the Wholesale Carrier Customer cancels the Service in whole or in during the month-to-month renewal period, Wholesale Carrier Customer shall be responsible to pay at least the MMUC as described in Section P.2.2.1 for the affected ITFS Number in addition to all other applicable MMUC and charges.

P2.5 Miscellaneous Charges

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

INTERNATIONAL WHOLESAL TOLL-FREE SERVICES**SA1 Originating Countries/Regions** *Revised list effect 9/1/2012*

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

Argentina	Dominican Republic	Kenya	Peru
Bolivia	Ecuador	Mexico	Uruguay
Brazil	El Salvador	Netherland-Antilles	Venezuela
Chile	Guatemala	Nicaragua	
Colombia	Honduras	Paraguay	