
LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

TITLE SHEET

PENNSYLVANIA TELECOMMUNICATIONS PRICING GUIDE

This Pricing Guide contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Americatel Corporation d/b/a 1010 123 Americatel, d/b/a Ametex and d/b/a Startec with its principal offices at 7361 Calhoun Place, Suite 650 Rockville, Maryland. This Pricing Guide applies for services furnished within the Commonwealth of Pennsylvania. Copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 31, 2009

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Issued by:

Charles G. Taylor, Jr. – President and CEO
7361 Calhoun Place, Suite 650
Rockville, MD 20855

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

CHECK SHEET

Pages of this Pricing Guide, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Pricing Guide and are currently in effect as of the date on the bottom of this page.

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LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SYMBOLS USED IN THIS PRICING GUIDE

The following are the only symbols used for the purposes indicated below:

- C - Change
- D - Decrease in Rates
- I - Increase in Rates

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

PRICING GUIDE FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Pricing Guide. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 would cancel the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a)I.
 - 2.1.1.A.1.(a)I.(i)
 - 2.1.1.A.1.(a)I.(i)(1)
- D. Check Sheets - When a Pricing Guide filing is made, an updated check sheet accompanies the Pricing Guide filing. The check sheet lists the sheet contained in the Pricing Guide and gives the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet with an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Pricing Guide user should refer to the latest check sheet to find out if a particular sheet is the most current on file.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Pricing Guide, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to the Carrier's designated point of presence or network switching center.

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

Carrier Cost Recovery Fee - The Carrier Cost Recovery Fee is applied to intrastate Startec presubscribed long distance plans. This fee helps the Company recover costs associated with providing intrastate service, including connection charges, billing expenses, and the expenses of regulatory proceedings and compliance. This fee applies for each month in which Startec plan Customers have intrastate charges on their bill. This fee is not a tax or charge required by the Government.

Commission - The Pennsylvania Public Utility Commission, unless otherwise indicated by the context.

Company - Americatel Corporation d/b/a 1010 123 Americatel, d/b/a Ametex, d/b/a Startec, 7361 Calhoun Place, Suite 650, Rockville, Maryland 20855, a corporation organized under the laws of the State of Delaware.

Customer - The person, firm, or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with Pricing Guide regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Day - From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.

Direct Dialed Call - An intrastate telephone call initiated by dialing 1+ for intrastate calls that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Discado Presuscrito - Spanish language name for the Optional Presubscribed Dial Around Plan described in Section 3.4.1.A.23.

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this Pricing Guide. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Evening/Weekend - From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and 24 hours a day on Saturday, Sundays and Holidays.

Holidays - The Company's recognized holidays are New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

LEC - Local Exchange Carrier.

Optional Presubscribed Dial Around Plan - Presubscribed plan option where customers access their selected plans from those listed in Section 3 herein by dialing 10-10-123 + 1 or 011 + the area code and number they are calling. No preferred interexchange carrier change (PIC Change) is required.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Other Common Carrier - A common carrier, other than the Company, providing domestic and/or international communications service to the public.

Point(s) of Presence - The site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

Startec - Service brand for certain designated services throughout this Pricing Guide.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - A facilities-based interexchange carrier or reseller providing the Services being resold by the Company.

1010-123 - Americatel Corporation's Carrier Identification Code. Customers dial 1010-123 to access these Americatel services: (a) the 1010123 Dial Around service, (b) Americatel's UniendoAmérica[®], described in Section 3.4.1.A and (c) Americatel's LíneaPaís[®] Plan, described in Section 3.4.4.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Pricing Guide

- 2.1.1 This Pricing Guide contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company to business and residential customers for telecommunications between points within the Commonwealth of Pennsylvania. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Pricing Guide.
- 2.1.2 The Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.
- 2.1.3 The rates and regulations contained in this Pricing Guide apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.4 The Customer is entitled to limit the use of the Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Undertaking of the Company

2.2.1 The Company's services and facilities are furnished for communications originating at specified points within the Commonwealth of Pennsylvania under the terms of this Pricing Guide. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Pricing Guide. The Company will resell long distance services to customers within the Commonwealth of Pennsylvania. The Company may act as the Customer's agent for ordering access connection facilities provided by other Carriers or entities, when authorized by Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due to such service arrangements.

2.2.2 The Company shall be responsible only for the resale of the Services it offers.

2.2.3 The Company's Services are available twenty-four hours per day, seven days per week.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1 All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this Pricing Guide, and to applicable law.
- 2.3.2 Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability:
- A. For non-payment of any sum owing to the Company;
 - B. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
 - C. For any violation by a customer related to the request for such Service of either the provisions of this Pricing Guide or any applicable laws, rules, regulations, or policies;
 - D. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
 - E. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;
 - F. If such refusal or discontinuance is otherwise made necessary by conditions beyond the Company's control;
 - G. In the event Americatel's underlying carrier or other third party telecommunications service provider discontinues or interrupts their service to Americatel for any reason subject to all applicable regulations relating to discontinuance, reduction or impairment of service.

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LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Service, (Cont'd.)

2.3.3 The Company may discontinue service to a Customer for nonpayment of disputed charges or other violation of this Pricing Guide or provisions of applicable law upon 10 days' written notice to the Customer without incurring any liability for damages due to the loss of telephone service.

2.3.4 The Customer may not transfer or assign its rights or duties under this Pricing Guide without the express written consent of the Company. All regulations and conditions contained in this Pricing Guide shall apply to all such assignees or transferees that the Company has authorized.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company

- 2.4.1 Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this Pricing Guide. This Pricing Guide does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company to its Customer(s) resulting in whole or in part from, or arising in connection with, the furnishing of Service under this Pricing Guide, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the lesser of \$500 or the charge applicable under this Pricing Guide to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.
- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.4 The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this Pricing Guide, if caused by any person or entity other than the Company.
- 2.4.5 The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company's Services, or the Customer's equipment or facilities. Unauthorized use or misuse of the Customer's equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer's agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.
- 2.4.6 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Pricing Guide; or for any act or omission of the Customer.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.7 THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.4.8 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.

2.4.9 The Company shall not be liable for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Provision of Equipment

2.5.1 Customer-provided communications equipment at the Customer's premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company's Underlying Carriers. Such Customer-provided equipment shall be in compliance with all applicable rules and regulations of the Pennsylvania Public Utility Commission and the Federal Communications Commission, the laws of the Commonwealth of Pennsylvania and the requirements of the Communications Act of 1934, as amended.

2.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this Pricing Guide, the responsibility of the Company shall be limited to the furnishing of Services under this Pricing Guide in the proper manner. Subject to this requirement, the Company shall not be responsible for:

- A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment for Services

- 2.6.1 The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer's agent(s) or patrons of the Customer, and for all calls placed by or through Customer's equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.
- 2.6.2 The Company's bills are due upon receipt. If full payment is not received within 30 days after the bill is issued, a late payment penalty on the unpaid balance shall be assessed at the rate of 1.5% per month for business customers and 1.25% per month for residential customers or at the maximum permissible rate under applicable law, whichever is greater.
- 2.6.3 Disputes with respect to charges must be presented to the Company in writing within sixty (60) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4 Customers may refer billing disputes and any other complaints to the Company at (888) 801-0123 [1010123 Americatel, 1015688 Ametex, UniendoAmérica[®], and LíneaPaís[®] services], or (800) 827-3374 [Startec services], or to the Pennsylvania Public Utility Commission - Bureau of Consumer Services, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265, (800)782-1110.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment for Services, (Cont'd.)

2.6.5 The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company. Collection fees on unpaid charges will accrue at the monthly charge as defined in section 2.6.2 of this Pricing Guide. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.6.6 If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this Pricing Guide, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses and costs of collection, have been fully discharged to the satisfaction of the Company.

2.6.7 All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority - federal, state, local, municipal or otherwise - for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer, will be separately stated on the Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.

2.6.8 A return check charge of \$20.00 or 5% of the amount of the check, whichever is greater, will be assessed for checks returned for insufficient funds for all Customer invoiced under the Americatel name brands.

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds for all Customers invoiced under the Startec name brands.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment for Services, (Cont'd.)

2.6.9 Neither the Company nor the foreign telecommunications carrier owning the foreign telephone number called shall be responsible for any charges incurred by callers to the telephone number in the foreign country under the LíneaPaís® Plan. Responsibility for said charges are the sole and exclusive responsibility of the Customer and/or the caller to the telephone number in the foreign country.

2.6.10 Establishment and Reestablishment of Credit

The Company may require Customers or potential Customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet the Company's financial criteria. If the Company determines that an advance payment is necessary, the provisions under Section 2.14 of this Pricing Guide will apply. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishment service.

2.6.11 Cancellation

The Customer may cancel, without termination fees or penalties, any new service or any new contract for service within 30 days after the new service is initiated. The Customer is not relieved from paying any usage charges incurred prior to cancellation or for normal recurring charges applicable to the service in the month of cancellation.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.8 Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier's facilities utilized to provide Services under this Pricing Guide that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier's facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another Customer's actions.

2.9 Use of Service

2.9.1 The Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this Pricing Guide, the policies and regulations of the Pennsylvania Public Utility Commission and the Federal Communications Commission, the laws of the Commonwealth of Pennsylvania and the requirements of the Communications Act of 1934, as amended. The Services offered hereunder shall not be used for any unlawful purpose.

2.9.2 The use of the Company's services without payment for service and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Interruption of Service

2.10.1 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Pricing Guide regulations and applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.

2.10.2 The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4 above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem experienced is not being caused by any action or omission by the customer within the customer's control.

2.11 Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules of the Federal Communications Commission. When service has been discontinued for nonpayment, the Company may restore service as soon as reasonably possible upon receipt of payment of all outstanding charges and a service restoration fee of \$50.00.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Billing Arrangements

Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customers' regular telephone bills pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. Company may refuse to complete calls made by persons who receive regular telephone bills from a telephone company where for economic, technical and/or operational reasons the Company or its intermediary does not have an effective billing and collection agreement. To determine when calls cannot be completed, according to the Company's records, call 1-800-531-0457.

2.13 Deposits

Company may require deposits in accordance with the requirements of Pennsylvania law. Any such deposit will be held as a guarantee of the payment charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. Deposits will be refunded and/or credited in the manner required by the Commission.

2.14 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount allowable under Pennsylvania law as an advance payment for services. The advance payment will be applied against the next months' charges and, if necessary, a new advance payment will be collected for the following month.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this Pricing Guide shall remain at all times in full force and effect unless and until modified in writing.

2.16 Method of Service of Notices

Unless otherwise provided by this Pricing Guide, any individual notice by the Company to the Customer may be given either verbally to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's last known address.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and Terminate for Phone Calls

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when the called party answers the call, accepts the charges, and two-way communication is established. Chargeable time ends when the called station hangs up or otherwise terminates the call. If the called station hangs up or otherwise terminates the call but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Underlying Carrier's operator.

3.1.2 Billing Increments

For calls for the 1010-123 Dial-Around Service, and the UniendoAmérica and LíneaPaís[®] Plans are billed in the following increments:

Call duration for billing purposes is 1 minute for a connected call. Customers will not be billed for calls of 6 seconds or less. After the first 6 seconds of a call, the customers will be billed for 1 minute. Calls beyond 1 minute are billed in one-minute increments.

Startec Plans are billed in the following increments:

Customers are billed in increments of one minute.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charge for uncompleted calls.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.2 Calculation of Distance

Billing will not be based on distance. Every call within the Commonwealth of Pennsylvania will be billed, regardless of distance, time of day or day of the week.

3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate of P.01.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings

3.4.1 Message Telecommunications Service

The Company offers and provides long distance service to residential, business and other customers. Service is available on a full-time basis, 24 hours a day, seven days a week. The Customer utilizes "1+" dialing for presubscribed service. For casual dial-around non-presubscribed service, the Customer dials 1-0-1-0123-1, 1010-719 or 101-6868 and the destination area code and number. Message Telecommunications Services is not available from transient locations such as hospitals, university dormitories or prisons, and is not available from pay telephones.

Upon enrollment in Americatel's Optional Presubscribed Dial Around Plan, the Customer will remain activated and will be billed the Plan's rates and monthly service charges until the Customer calls Americatel to cancel its Optional Presubscribed Dial Around Service.

The per minute rates, monthly fees and other charges set forth in these Terms and Conditions are subject to change.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans

The Company's presubscribed plans are available 24 hours a day, 7 days a week for Customers who have subscribed their BTN (billing telephone number) and other WTNs (working telephone numbers) to Americatel, as their primary long distance service provider or who have enrolled in Americatel's Optional Presubscribed Dial Around Plan. The service is not available for calls placed from pay phones.

Americatel offers two options for accessing its presubscribed plans. Where Americatel serves as the Customer's Primary Interexchange Carrier ("PIC") for presubscribed Message Telephone Service, the Customer utilizes "1+" dialing for presubscribed service. Where Americatel does not serve as the Customer's PIC for presubscribed Message Telephone Service but the Customer instead subscribes to Americatel's UniendoAmerica[®] or LíneaPaís[®] Plan, the Customer dials 1-0-1-0123, then 1 for presubscribed service.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

1. UniendoAmérica® Base

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$1.95

Domestic Rate Plan Monthly Fee \$2.95

2. UniendoAmérica® Familia

There is a monthly charge associated with this service

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$2.95

Domestic Rate Plan Monthly Fee \$3.95

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

3. UniendoAmérica® Tu Gente

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$3.95

Domestic Rate Plan Monthly Fee \$4.95

4. UniendoAmérica® Tu Mundo

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$4.95

Domestic Rate Plan Monthly Fee \$5.95

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

5. UniendoAmérica® Tu Ahorro

There is a monthly charge associated with this service

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$2.75

6. UniendoAmérica® Plan Económico

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$2.00

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

7. UniendoAmérica® Especial II

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$2.95

8. UniendoAmérica® Especial I

There is a minimum monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica®.

Basic Intrastate Rate Per Minute Rate \$0.15

Minimum Monthly Charge \$6.00

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

9. UniendoAmérica® Hispano

There is a monthly charge associated with this service

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$1.99

10. UniendoAmérica® Latino

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$1.75

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

11. UniendoAmérica® Unido

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica®.

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$4.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

12. UniendoAmérica® Bandera

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica®.

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$5.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

13. UniendoAmérica[®] Cercano

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minute and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica[®].

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$12.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

14. UniendoAmérica[®] Libre

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica[®].

Basic Intrastate Rate Per Minute Rate \$0.15

Minimum Monthly Charge \$14.99

15. UniendoAmérica[®] Super

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$3.95

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

16. UniendoAmérica[®] Continente

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The bill charges will appear on the customer's bill under a generic textphrase UniendoAmérica[®].

Basic Intrastate Rate Per Minute Rate \$0.15

Minimum Monthly Charge \$16.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

17. UniendoAmérica® Para Tí

There is no monthly charge for this calling plan. The bill charges will appear on the customer's bill under a generic textphrase UniendoAmérica®.

Basic Intrastate Rate Per Minute Rate	\$0.15
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18. UniendoAmérica® Contigo

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate	\$0.15
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Monthly Charge	\$4.99
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LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

19. UniendoAmérica[®] Sin Fronteras

There is a minimum monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica[®].

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$19.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

20. UniendoAmérica[®] Cerca de Tí

There is a minimum monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica[®].

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$14.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

21. UniendoAmérica[®] Sin Distancia

There is a minimum monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica[®].

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$9.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

22. UniendoAmérica® Hablando

There is a minimum monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica®.

Basic Intrastate Rate Per Minute Rate	\$0.15
Minimum Monthly Charge	\$6.99

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Presubscribed Calling Plans, (Cont'd.)

23. Optional Presubscribed Dial Around Plan (Discado Presuscrito)

Customers may combine their subscription to any of the UniendoAmérica[®] or LíneaPaís[®] presubscribed plans set forth herein with Americatel's Optional Presubscribed Dial Around Plan (Discado Presuscrito) at no extra charge. No preferred interexchange carrier change (PIC) is necessary. Under the Optional Presubscribed Dial Around Plan, Customers access their selected presubscribed Americatel Plans by dialing Americatel's Dial Around Access Code (10-10-123).

Customers who subscribe to an Americatel presubscribed Plan but for whom Americatel cannot activate a requested PIC change will be activated on their selected Americatel presubscribed Plan combined with this Presubscribed Dial Around Option.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

B. Business Presubscribed Calling Plans

1. Americatel Business -- Basic Plan (Plan #1)

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$5.95

2. Americatel Business -- Discount Plan (Plan #2)

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$7.95

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

B. Business Presubscribed Calling Plans, (Cont'd.)

3. Americatel Business -- Premium Plan (Plan #3)

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$9.95

4. Americatel Business – Ejecutivo Plan (Plan #4)

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate \$0.15

Monthly Charge \$8.00

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

B. Business Presubscribed Calling Plans, (Cont'd.)

5. Americatel Business – Professional Plan (Plan #5)

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minute and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase Americatel Business.

Basic Intrastate Rate Per Minute Rate	\$0.15
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Minimum Monthly Charge	\$25.00
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6. Americatel Business – Selecto Plan (Plan #6)

There is a monthly charge associated with this service.

Basic Intrastate Rate Per Minute Rate	\$0.15
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Monthly Charge	\$15.00
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LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

C. Interim Calling Option

Any Customer who has enrolled in an optional calling plan described in Section 3.4.1.A. shall be charged at the rates for presubscribed Message Telecommunications Service elected through such plan for all calls carried by Americatel, including, for a period of 90 days from the date of enrollment in such plan, those calls that are initiated by dialing Americatel's dial around code (10-10-123). In order to obtain the rate described under this option, the customer must specifically agree to contact its local exchange carrier (LEC) to request that its primary interexchange carrier be changed to Americatel, in the event that Americatel is unable to effect such customer's election without the customer's direct authorization to the LEC.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Dial-Around Code 10-15-688 AMETEX

A. General

Ametex 10-15-688 dial-around code is a communications service that allows customers to place long distance calls from their home telephone number or business number to international and domestic destinations.

B. Service Availability

Ametex 10-15-688 is available 24 hours a day, 7 days a week from residential and some small business phones located within the Continental United States. The service is not available to place calls from hotels, prisons, cellular phones, large businesses and pay phones.

C. Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Ametex will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis [in this case it is for the full amount of the first ten minutes], but there will be no credit issued for calls over ten minutes. There will only be one allowance granted per phone number per month.

To receive proper credit, the customer must notify immediately the company about the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will validate the complaint by revising the ANI's calling history. The customer can contact us at the designated customer service number of Ametex, or at the designated customer service number of the Company's Billing Agent as published on the clients' monthly telephone bill.

Credit allowances do not apply for interruptions not reported to the Company or to interruptions due to failure of power, equipment or systems not provided by Americatel.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Dial-Around Code 10-15-688 AMETEX, (Cont'd.)

D. Rate and Charge Application

Ametex 10-15-688 has a model that will charge the customer a fixed price for the first ten minutes, plus a specific rate for each additional minute according to the destination.

The service does not charge a connection fee.

The monthly charges will be billed to the customer by ILD Telecommunications, Inc. and it will appear in their monthly Local Exchange Carrier ("LEC") bill. Ametex 10-15-688 service will only be available to customers that have active service with LECs, as our service will not be provided to customers who receive service from a Competitive Local Exchange Carrier ("CLEC"). These customers will be blocked and will not be able to use our service.

Customers will not be charged for calls lasting 6 seconds or less. Calls of any duration between six seconds and ten minutes (after two-way communication has been established) will be billed for ten minutes. Calls of more than ten minutes will be billed in two-minute increments. Fractional increments will be rounded to the next full increment.

E. Rates

First Ten Minutes:	\$0.88
Each Additional Two-Minutes:	\$0.14

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Dial-Around Code 10-10-123 Americatel

A. General

The 10-10-123 Americatel dial-around code is a communications service that allows customers to place long distance calls from their home telephone number, cell phone numbers or small business number to international and domestic destinations.

B. Service Availability

10-10-123 Americatel is available 24 hours a day 7 days a week for residential and business telephones located within the Continental United States. The service is not available to calls placed from hotels, prisons, large businesses and pay phones.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Dial-Around Code 10-10-123 Americatel, (Cont'd.)

C. Interruption of Service

Without incurring liability, Americatel may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with regulations set forth in this Pricing Guide and applicable law, and may continue such interruption without liability until any items of non-compliance so identified are rectified.

Americatel will consider Customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Americatel's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and Americatel was at fault. It shall be the obligation of the Customer to notify Americatel immediately of any service problems for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the problem experienced is not being caused by any action or omission by the Customer within the Customer's control.

D. Rate and Charge Application

Americatel will charge a per-minute rate and a connection fee per call.

E. Intrastate Rates and Charges

Per-Minute Intrastate Rate:	\$0.15
Connection Fee Per Call:	\$0.59

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.4 LíneaPaís®

A. General

The LíneaPaís® Plan is a communications service that contains two components. The Customer shall be assigned a telephone number in his or her chosen foreign country (from among Americatel's then current offerings) that the Customer's relatives and associates in that designated foreign country may call to be connected to the Customer's subscribed telephone line in the United States (Foreign Local Number of "FLN" Component). The Service's Discado Presuscrito component (DP Component) will allow Customers to receive special Plan rates for long distance calls made from the Customer's subscribed telephone number in the United States. Customers will access the DP Component of the LíneaPaís® Plan by dialing 1010-123 plus 1 plus the number they are calling (for domestic long distance calls) or 1010 123 plus 011 plus the number they are calling (for international calls).

It includes the following:

Customer in the US is assigned a telephone number in a foreign city of his/her choosing from among the destinations currently offered that his or her relatives and associates can call to be connected to his telephone number in the US. Customer also pay low per-minute rates for their outbound calls. The intrastate per-minute rate for intrastate calls is \$0.15.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.4 LíneaPaís[®], (Cont'd.)

B. Service Availability

The LíneaPaís[®] service is only available to residential customers and shall not be used for commercial purposes. The DP Component of the LíneaPaís[®] Plan is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located anywhere in the Continental United States when such access is available from Americatel's Underlying Carrier.

The following types of DP Component calls may not be completed using LíneaPaís[®] Plan:

- Calls to 500 numbers
- Calls to 700 numbers
- Calls to 800 or other toll free numbers
- Calls to 900 numbers
- Marine/Satellite Calls
- Air to Ground Calls
- Directory Assistance Calls
- Calls to Operator Services

Callers to the telephone number in the foreign country will be charged at the rates and according to the terms and conditions established by the telecommunications carrier owning the telephone number from which they are placing the call.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.4 LíneaPaís[®], (Cont'd.)

C. Credit Allowances for Interruptions (DP Component)

A credit allowance for calls made by the Customer under the DP Component of the Service is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit Allowances do not apply to interruptions not reported to Americatel or for interruptions due to failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Month.

To receive a credit, Customer must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling Americatel's customer service number and furnishing the Customer's telephone number, the called number, the trouble experienced (e.g., cut off, noisy circuit) and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the account history. If warranted, the account that was used to place the interrupted call will be credited a dollar amount equivalent to the amount calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.4 LíneaPaís[®], (Cont'd.)

D. Termination of Service

Americatel reserves the right, in its sole discretion, to terminate service to any Customer or to discontinue this Service for any reason including but not limited to the discontinuation or interruption of service by Americatel's underlying carrier or any other third party telecommunications service providers or for any other business reason or for any other reason stated in this Pricing Guide or in the Terms and Conditions set forth on the Company's website www.americatel.com.

Each call has a 3 hour time limit. A monthly calling limit of 5,000 minutes may apply in each calendar month of service. Americatel reserves the right to suspend the service in any calendar month in which the monthly calling limit of 5,000 minutes is reached. The service thus suspended will be re-activated automatically in the following calendar month of service as long as Customer is in compliance with the other terms of the service.

LíneaPaís[®] is limited to personal use. Commercial use is prohibited nor can the Service be used for any use that does not involve a person-to-person conversation or voice messages. For example, the Service may not be used in connection with a business or for on-line services, Internet access services, commercial facsimile services, auto-dialing, resale, telemarketing, multi-party conference calls, 900 number services, chat lines, adult content lines, directory assistance, calling card services, operator services or other non-residential use. Americatel must be able to verify that Customer meets these eligibility requirements.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.4 LíneaPaís[®], (Cont'd.)

E. Resale or Transfer Not Permitted

Customer may only use the Service for his or her own personal use. Customer may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service. Americatel reserves the right to immediately terminate or modify the Service, if Americatel determines, in its sole discretion, that Customer's Service is being used in violation of this restriction. Customer shall be liable for any and all use of the Service by Customer and by any person making use of the Service and Customer agrees to indemnify and hold harmless Americatel against any and all liability for any such use.

F. Recovery of LíneaPaís[®] Telephone Number at End of Service

Customer agrees that he or she will have use of the telephone number in the foreign country only for so long as Customer remains subscribed to the LíneaPaís[®] Plan. Upon termination of the Customer's LíneaPaís[®] Plan, whether said termination is made by Customer or Americatel, Customer will no longer have the use of the telephone number in the foreign country and, thereafter, Americatel or the telecommunications carrier in the foreign country will be able to use said telephone number for whatever purpose.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Startec Products

3.5.1 Startec Casual Calling Service 101-6868 f/k/a Startec Casual Calling I

Startec Casual Calling Service 101-6868 is a non-presubscribed outbound only service available to residential and business customers. All calls are originated by dialing the Company's "101-6868" code, then the area code, if necessary, and the terminating telephone number. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is available between locations within Pennsylvania. The rates shown do not apply to calls to Directory Assistance. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is only offered as an addition to Startec Casual Calling interstate service.

A. Rates and Charges

Per Minute Rate	\$0.079
Connection Fee Per Call	\$0.39

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.2 Startec Casual Calling Service 1010-719 f/k/a Startec Casual Calling II

Startec Casual Calling Service 1010-719 is a non-presubscribed outbound only service available to residential and business customers. All calls are originated by dialing the Company's "101-0719" code, then the area code, if necessary, and the terminating telephone number. This service is available between locations within Pennsylvania. The rates shown do not apply to calls to Directory Assistance. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is only offered as an addition to Startec Casual Calling Service 1010-719 interstate service. There is a Connection Fee associated with this service.

A. Rates and Charges

Per Minute Rate	\$0.069
Connection Fee	\$0.590

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.3 Startec TGS

Startec TGS is a combined outbound direct dial, toll free inbound and calling card service designed for Business Customers billing. Calls are placed over switched and dedicated access facilities. Calls placed over switched access facilities are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Calls placed over dedicated access facilities are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. This service is only offered in conjunction with Startec TGS interstate service.

A. Rates and Charges

Direct Dial Outbound Service

Switched Access Services (per minute)	\$0.0350
Dedicated Access Services (per minute)	\$0.0190

Toll-Free Inbound Service

Switched Access Services (per minute)	\$0.0400
Dedicated Access Services (per minute)	\$0.0153
Toll-Free Monthly Recurring Charges	\$2.50
Directory Listings (Up to 4 Numbers)	\$15.00
Monthly Account Maintenance Fee	\$2.50

Calling Card

Per Minute Rate	\$0.1500
Per Call Surcharge	N/A

Pay Telephone Surcharge	\$0.25
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LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.4 Startec Global Silver

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

Per Minute Rate	\$0.069
Monthly charge	\$1.95
Pay Telephone Surcharge	\$0.50

3.5.5 Elite Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

Per Minute Rate	\$0.069
Minimum Monthly charge	\$2.50
Pay Telephone Surcharge	\$0.50

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.6 Elite Online Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

Per Minute Rate	\$0.069
Pay Telephone Surcharge	\$0.50

3.5.7 Elite XL Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

Per Minute Rate	\$0.069
Monthly charge	\$3.95
Pay Telephone Surcharge	\$0.50

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.8 Elite XL Online Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

Per Minute Rate	\$0.069
Monthly charge	\$2.95
Pay Telephone Surcharge	\$0.50

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 4 - MISCELLANEOUS CHARGES

4.1 Directory Assistance

A Directory Assistance Charge applies to all calls made from points within the State to Intrastate Directory Assistance. This charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number (e.g. where the requested telephone number is unlisted, non-published, or no record can be found).

Per Directory Assistance Call: \$1.00

4.2 Carrier Cost Recovery Fee

The Company will assess a Carrier Cost Recovery Fee. The fee is 11.9% and is assessed on your intrastate long distance charges for all Startec products under Section 3.5. This fee helps the Company recover costs associated with providing intrastate, including connection charges, billing expenses, and the expenses of regulatory proceedings and compliance. This fee applies for each month in which you have any Startec intrastate charges on your bill. This fee is not a tax or charge required by the government.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 4 - MISCELLANEOUS CHARGES, (CONT'D.)

4.3 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Public Pay Telephone Surcharges charges by the Company are found in the individual service offerings described in this Pricing Guide.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 5 - PROMOTIONS

The Company may from time to time engage in special promotional service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times and locations. Except for the rates charged under such promotions and any other specified terms and conditions of those promotions, all terms and conditions of service contained in this Pricing Guide shall apply to the Company's promotional service offerings. These promotions will be subject to prior notification and approval by the Pennsylvania Public Utilities Commission.

5.1 Americatel Referral Program

The Referral Program is an incentive program in which current Americatel customers (Referring Customer) of any UniendoAmérica[®], or LíneaPaís[®] service will be rewarded each time they refer a new Customer (Referred Customer) who subscribes to an Americatel UniendoAmérica[®], or LíneaPaís[®] long distance plan. In order for a Referring Customer to be rewarded, he or she should be activated and the Referred Customer should remain activated for a minimum of one month.

The Referring Customers may refer new Customers by calling 1-877-613-0123.

Americatel will reward the Referring Customer by applying a \$10 credit to his or her telephone account. The credit will be reflected in the telephone bill in the month following the month that the Referred Customer completes the qualifying one month of activation.

5.2 Specials

From time to time, the Carrier may provide promotional offering to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

LONG-DISTANCE INTEREXCHANGE RESELLER PRICING GUIDE

SECTION 5 - PROMOTIONS, (CONT'D.)

5.3 Comparable Pricing Promotion

In order to acquire or retain Startec calling plan customers, the Company will match certain offers made by other interexchange carriers/resellers where the customer can demonstrate to the Company's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services.

5.4 UniendoAmérica® Junto (Winback)

There is a minimum monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the monthly minimum charge figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmérica®.

Basic Intrastate Rate Per Minute Rate	\$0.15
Monthly Minimum Charge	\$9.99