

**CINCO TELECOM CORP.
COPY OF CONTRACT WITH AN UNDERLINE CARRIER**



PAETEC

Amendment #1 to the Wholesale Master Service Agreement For CINCO Telecom Corporation

This is an Amendment ("Amendment") dated November 25, 2008, to the Wholesale Master Service Agreement by and between PAETEC Communications, Inc. ("PAETEC")^[1] and CINCO Telecom Corporation ("Customer") dated as of September 27, 2007, (the "Agreement").

1. The Agreement shall be amended to include Schedule L, Starnet VoIP Origination Service, as set out and attached hereto.
2. The Agreement shall be amended to include Exhibit A for Starnet VoIP Origination pricing^[2] and Exhibits B1 and B2 for VoIP Origination forms as set out and attached hereto.
3. The rates contained in this Amendment shall become effective in the next full billing cycle beginning at least seven (7) days following the full execution of this Amendment.
4. Except as modified in this Amendment or any other Amendment executed prior to this Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict of rates between the Wholesale Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representative, to be effective upon full execution of this Amendment (the "Effective Date").

Customer: CINCO Telecom Corporation

By: _____

Print Name: Juan G. Velez

Title: Chief Executive Officer

Date: _____

PAETEC COMMUNICATIONS, INC.

By: _____

Print Name: Patrick Tata

Title: Vice President, General Manager, Wholesale

Date: _____

[1] Service in a particular state may be provided by one or more of PAETEC's affiliates, including McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services; McLeodUSA Network Services, Inc. d/b/a PAETEC Business Services; US LEC COMMUNICATIONS INC d/b/a PAETEC Business Services.; US LEC OF ALABAMA INC d/b/a PAETEC Business Services.; US LEC OF FLORIDA INC. d/b/a PAETEC Business Services; US LEC OF GEORGIA INC. d/b/a PAETEC Business Services; US LEC OF MARYLAND INC. d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA INC. d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA INC. d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA INC. d/b/a PAETEC Business Services; US LEC OF TENNESSEE INC. d/b/a PAETEC Business Services; and, US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services; Starnet of Illinois d/b/a PAETEC Business Services. PAETEC enters into this Agreement as agent for, and on behalf of, the affiliate providing the service.

[2] Billing in states provided by PAETEC's affiliates, including McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services; McLeodUSA Network Services, Inc. d/b/a PAETEC Business Services; Starnet of Illinois d/b/a PAETEC Business Services shall be generated by the existing provision till such time PAETEC integrates the billing systems into one united system that generates invoice by PAETEC.

Schedule L
VoIP Origination Service Schedule
(Starnet)

A. Services Description

The VoIP Origination Service ("Service") enables Customer's End Users to receive voice calls from PAETEC markets that may be different from the market in which the Customer End Users are physically located. The service is capable of transporting and delivering inbound call traffic (inbound service) from multiple markets from the Public Switched Telephone Network ("PSTN"). PAETEC will provide to Customer telephone numbers and transport and delivery of Customer inbound traffic received by PAETEC to Customer's designated facilities within the United States via packet switching data channels (i.e. "VoIP") for delivery to Customer's End Users. PAETEC shall provision phone numbers as requested by Customer and as available to PAETEC. Customer shall complete the VoIP Inter-op Setup form attached hereto as Exhibit B-2 and return to PAETEC prior to use of Service.

B. Use of Facilities

Both PAETEC and Customer recognize that the legal or regulatory status of Customer's traffic or of this arrangement may change as a result of subsequent decisions or actions of the FCC, a state regulatory commission, a court, or any other governmental body with actual or apparent jurisdiction. In the event of any such decision or action which either party reasonably believes has effected an adverse change in the governing law or has introduced a materially greater degree of risk or uncertainty, that party may terminate this Schedule upon thirty (30) days written notice to the other, without any liability other than to pay for any service actually rendered before the effective date of such notice.

C. Telephone Numbers (Direct Inward Dial – DID):

PAETEC shall make NPA/NXX's available to Customer when and where available to PAETEC. PAETEC will provision DID with two distinct statuses: Idle and Active.

1. Idle - A number is assigned to a customer, but does not route and does not require 911 information. The DID will be billed at a higher rate until Customer provides activation order.

2. Active - The TN is fully routable and requires associated 911 information.

D. Local Number Portability (LNP):

Number portability. PAETEC will provide local number portability, if available to PAETEC, and as described herein. Customer agrees and understands that when PAETEC is unable to port numbers assigned to Customer by PAETEC (e.g. technical improbability, regulatory issues or due to agreements with underlying providers), any such numbers shall remain with PAETEC. PAETEC will provide, if available to PAETEC, in-bound and out-bound number porting service ("Porting Service") on behalf of Customer in accordance with applicable Federal and state regulatory rules, decisions, implementing procedures and applicable law. Prior to or contemporaneously with each in-bound port request, Customer shall submit to PAETEC a valid Letter of Authorization ("LOA") from the applicable End User on a form acceptable to PAETEC. PAETEC will not activate an End User's services without a valid LOA and a recent end user bill, if applicable, and reserves the right to reject any End User without such an LOA or that PAETEC reasonably believes is not validly obtained. For each porting request, in addition to any other fees applicable under this Agreement, Customer will be charged a one time per-number fee ("Porting Service Charge") according to the then current price as outlined in the Pricing Exhibit.

If any claims related to PAETEC's Porting Service are brought against Customer or PAETEC then in addition to PAETEC's right to assess Porting Service Charges and to terminate the Agreement for breach, PAETEC may suspend all order processing until the claim is resolved. Furthermore, if PAETEC in its sole judgment has a reason to doubt the authenticity or validity of any LOA or group of LOA's, Customer shall, upon request, provide within a reasonable period of time, any further documentation PAETEC deems necessary to establish the validity of such LOA or LOA's to its satisfaction. Customer shall defend and indemnify PAETEC against any and all claims related to the Porting Services, including, without limitations, any End User, LEC or regulatory agency claims (including all "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs. Customer shall pay PAETEC an amount equal to such charges within three (3) business days of receipt of written notice of the assessment of such charges on PAETEC.

E. Order Submission

PAETEC shall provide Customer with a specified Application Programming Interface ("API"), web portal, or file transfer format to control entries in a PAETEC maintained and

managed database to add, delete, or modify the End User's services.

If Customer elects to interface to the PAETEC API, then PAETEC will provide Customer with an API specification or other tools PAETEC may make available from time to time, to allow Customer to develop software that will communicate with PAETEC's provisioning systems. Customer shall develop all necessary and desirable interfaces between the Customer provisioning systems and PAETEC provisioning systems so that Customer's End User service may be implemented, modified or deleted. PAETEC will provide Customer with a revised interface specification from time to time and Customer will develop all necessary modifications to such software to accommodate such revisions.

If Customer elects to interface to the web portal then PAETEC will provide Customer with appropriate portal information including unique username and logon.

F. Technical Support.

PAETEC shall perform technical support services to Customer solely pertaining to the Services and the sale of VoIP services, excluding any services pertaining to the Analog Terminal Adaptor or any other VoIP connection device ("Connection Device"). All of PAETEC's technical support services shall be performed 24X7.

G. 9-1-1 Dialing Feature

Unless Customer elects to waive the 9-1-1 Dialing Feature, included in the Services provided to Customer by PAETEC is a 9-1-1 Dialing Features that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. A copy of the limitations of the 9-1-1 Dial Feature is attached hereto as Exhibit B-1. Customer acknowledges that the Customer has certain obligations to its End Users or its customers' end users in connection with the provision of the 9-1-1 Dialing Feature pursuant to 47 C.F.R. §§ 9.5(d) and (e). Customer acknowledges and agrees that it is Customer's responsibility and obligation, prior to initiating any of the Services to its End Users or its customers' end users, to comply with the following:

1. Registered Location. The Customer is required to

(A) obtain from the ultimate end user of the Services, prior to initiation of the service, the physical location at which the service will first be utilized ("Registered Location"); and

(B) provide the ultimate end user of the Services one or more methods of updating their Registered Location, including at least one option that requires use only of the Customer Premise Equipment

necessary to access the Services, at will and in a timely manner.

2. End User Notification. The Customer shall

(A) advise each existing and potential ultimate end user of the Services, prominently and in plain language, of the circumstances under which E911 service may not be available through the Services or may be in some way limited to comparison to traditional 911 services;

(B) obtain and keep a record of affirmative acknowledgement by every subscriber, both new and existing, of having received and understood the advisory described herein, and

(C) distribute to its ultimate end users warning stickers or other appropriate labels warning subscribers if E911 services may be limited or not available and instructing the ultimate end user to place them on or near the equipment used in conjunction with the Services. The Customer agrees that it will not initiate the ultimate end user's service prior to distribution of the labels.

Customer agrees that, upon request by PAETEC, Customer shall permit PAETEC to review the notice being provided by Customer to its End Users and its customers' end users and review a list of the Customer's End Users and its customers' end users and a copy of the affirmative acknowledgement from the End Users as well as any evidence that Customer distributed warning labels to each End User. If Customer fails to provide the necessary records or refuses to produce such records, PAETEC may immediately disable, until such records are provided, the Services of all or any End User for which the Customer did not produce proof of compliance of its obligations as described herein. Customer hereby forever releases and forgives PAETEC from any and all liability, losses or damages which may arise from PAETEC's disabling or disconnection of any of Customer's End User's services due to the failure of Customer to provide the necessary proof of compliance. PAETEC reserves the right to terminate the Agreement with penalty for a breach by Customer of the obligations in this Section 2.2(g) in addition to any other remedies PAETEC may have in law or equity.

In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of PAETEC's compliance with 47 C.F.R. §§ 9.5(d) and (e), Customer agrees to cooperate fully with PAETEC and the FCC and produce all records requested by either PAETEC or the FCC. Should PAETEC be found in violation of any provision of the 47 C.F.R §§ 9.5(d) or (e) based upon the Customer's breach of any of its obligations as outlined herein. Customer agrees to indemnify and hold PAETEC harmless for any and all monetary penalties assessed by the FCC on PAETEC as a result of Customer's failure to comply with the terms as set forth herein.

IN THE EVENT CUSTOMER DOES NOT UTILIZE PAETEC'S AVAILABLE 911 DIAL FEATURE, CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON PAETEC IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES ("911"). CUSTOMER REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED TO 911 OR ANY OTHER EMERGENCY SERVICES ASSOCIATED DIRECTLY OR INDIRECTLY WITH ITS SERVICES TO ITS END USER, CUSTOMER, OR TO ANY HOLDER OF A TELEPHONE NUMBER ISSUED BY PAETEC PURSUANT TO THIS AGREEMENT.

CUSTOMER UNDERSTANDS AND AGREES THAT IN THE EVENT CUSTOMER'S SERVICES ARE SUSPENDED AND OR TERMINATED PER THIS AGREEMENT, THE 911 FEATURE WILL NOT OPERATE AND END USERS WILL NOT BE ABLE TO ACCESS 911 OR ANY OTHER EMERGENCY SERVICES.

H. Services Pricing

Pricing and specifications for the Services are set forth in Exhibit A, Pricing attached hereto.

In the event of any change in applicable law, regulation, decision, rule or order that materially ("Change of Law")

affects the costs of the Services, PAETEC, upon thirty (30) days written notice to Customer, increase the rates set forth in Exhibit A, Pricing in response to such Change of Law.

I. Billing

For Usage Based Services, Billing will be based on completed calls. The billing will be in 60-second minimum and 6-second increments.

J. Minimum Usage

Beginning the first full month following the Effective Date, Customer agrees to purchase Services equal to or greater than the Minimum Monthly Commitment in each Month of this Agreement. "Minimum Monthly Commitment" shall be \$1000 per month. If Customer does not purchase Services equal to or greater than the Minimum Monthly Commitment in any Month of this Agreement, then Customer shall pay PAETEC the difference for that Month and such amount shall be invoiced to Customer by PAETEC.

Additionally, the Customer agrees to maintain services such that revenues are not decreased more than twenty percent (20%) in any given month. If customer's traffic decreases by twenty percent or more from prior month, Customer agrees to pay the difference between the actual charges for a given month and eighty percent of the month's prior revenue.

**Exhibit A
Starnet VoIP Origination Pricing – Plan 999**

Pricing Option 1 (Per Session)
Concurrent Session
*Same pricing for G711 and G729

See below	Per month
Volume 1	\$0-\$25K
Volume 2	\$25K - \$100K
Volume 3	\$100K+

Per Session Pricing - Tier A markets

Year Term	Volume 1	Volume 2	Volume 3
1 YR.	\$10.50	\$10.25	\$10.00
2 YR.	\$10.25	\$10.00	\$9.75
3 YR.	\$10.00	\$9.75	\$9.50

Per Session Pricing - Tier B markets

Year Term	Volume 1	Volume 2	Volume 3
1 YR.	\$12.00	\$11.50	\$11.00
2 YR.	\$11.50	\$11.00	\$10.75
3 YR.	\$11.00	\$10.75	\$10.50

Per Session Pricing - Tier C markets

Year Term	Volume 1	Volume 2	Volume 3
1 YR.	\$16.50	\$16.00	\$15.50
2 YR.	\$16.00	\$15.50	\$15.00
3 YR.	\$15.50	\$15.00	\$14.50

- *Pricing for Bursting above committed sessions will be charged on a per-session basis. Availability above committed sessions is not guaranteed.
- Oversubscription ratio determined by Customer; however, maximum allowable DID Session ratio = 50:1

Exhibit A
Starnet VoIP Origination Pricing – Plan 999
 (cont'd)

Pricing Option 2 (Per Minute)
Inbound Minutes of Use
See Below Per MOU

Minutes per Month per Tier	Price Per Min (Tier A)	Price Per Min (Tier B)	Price per Min (Tier C)
0 - 1,000,000	\$0.0032	\$0.0040	\$0.0140
1,000,001 – 2,500,000	\$0.0029	\$0.0037	\$0.0130
2,500,001 – 5,000,000	\$0.0026	\$0.0034	\$0.0120
5,000,001 – 7,500,000	\$0.0023	\$0.0031	\$0.0110
7,500,001 – 10,000,000	\$0.0020	\$0.0028	\$0.0100
>10,000,000	\$0.0017	\$0.0025	\$0.0090

Average minimum usage must exceed 10 MOU per allocated DID

Exhibit A
Starnet VoIP Origination Pricing – Plan 999
(cont'd)

Ancillary Pricing

Description	Charge	Charge Applied
DID MRC	\$0.20	<i>Per month</i>
LNP MRC	\$0.20	<i>Per month</i>
LNP NRC	\$8.00	<i>Per Number</i>
Pricing per Toll Free Number:	\$2.00	<i>Per month</i>
Toll Free charge per inbound minute:	\$0.035	<i>Per minute</i>
Pricing per e911 record:	\$0.45	<i>Per month</i>
Pricing per e911 activation:	n/c	
Pricing per e911 change:	n/c	
CNAM Lookup	\$0.0135	<i>Per query</i>

- Minimum Monthly Revenues - \$1,000 Per month
- Initial Customer Set Up Fee - \$1,995 One time

Exhibit B - 1
VoIP Origination

911 DIALING FEATURE ACCEPTENCE OR WAIVER

Customer understands and acknowledges that the FCC requires all interconnected VoIP service providers to provide E9-1-1 service to its end users, and as Customer is able to terminate and receive voice calls on behalf of its End Users through use of the Services set forth in this Agreement, Customer is considered an interconnected VoIP service provider. Customer understands and acknowledges that a 9-1-1 Dialing Feature is included in the Services set forth in this Agreement, but Customer is not required to accept the inclusion of the 9-1-1 Dialing Feature. If Customer waives the inclusion of the 9-1-1 Dialing Feature, this it is incumbent upon Customer to obtain a 9-1-1 solution from an alternative vendor, and Customer assumes all liability in connection with any 9-1-1 calls or occurrences of the Customer's End Users, and Customer will defend, indemnify and hold PAETEC, including its parent corporation and its subsidiaries and their directors, officers, employees, agents, contractors or representatives, harmless from any claims, liabilities, losses, judgments, damages and expenses asserted by Customer's End Users or other third parties due to a failure of, or lack of, any 9-1-1 dialing features.

Based on Customer's agreement and understanding of the requirements associated with 9-1-1 dialing for interconnect VoIP service providers, Customer hereby ___ accepts ___ waives (*initial applicable election*) inclusion of the 9-1-1 dialing feature.

CUSTOMER

By: _____
Signature

Print Name

Title

Dated: _____

**Exhibit B - 2
VoIP Origination
Inter-Op Setup Form**



PAETEC VoIP Origination Setup Form

This form must be completed to activate VoIP services
**Please email completed form to VOIP-MP-SETUP@paetec.com

Customer ID (if applicable) _____ Date _____

Customer Name _____

VoIP Service (Choose One): Interop / Testing Production

Customer SIP Origination Information:

Primary VoIP Peer IP: _____ Port: _____

Secondary VoIP Peer IP: _____ Port: _____

Tertiary VoIP Peer IP: _____ Port: _____

Call Distribution (select one): Failover Parallel Invite

Failover Tim out (sec): _____

Failover Retries: _____

Codec Options (select one): G711 Only G729 Only G711,G729 G729,G711

DTMF Option (select one): Auto RFC 2833 Inband (Inband only compatible with G711 codec)

E.164 Presentation Required: Yes (Require 11 digit number presentation)

CNAM Delivery: Yes (Will incur charges as per contract price schedule)

Customer SIP Termination Information:

Additional VoIP Termination Peer IP: _____

Please list any additional IP that will send VoIP Termination only, if any are required.

Contact Name: _____

Contact Title: _____

Contact email address: _____

Contact phone number: _____

Customer signature: _____ Date: _____

Internal Use

Set-Up By: _____ Set-Up Completion Date: _____

Deactivated By: _____ Deactivation Date: _____

XML Agent Username: _____ Assigned Password: _____

SIPE (Wholesale Only): _____

Sales Rep to be notified when trial service activated: _____

PAETEC 1901 N. Roselle Rd, Suite 110, Schaumburg, IL 60195 USA
(888) 212-0099 Voice, (847) 963-1302 Fax, www.paetec.com voip@megapop.net



Wholesale Dedicated 8XX LATA Tier Rates (NAZ 092107)

Intrastate/Intralata

LATA	City	State	TIER A	TIER B	TIER C
640	Sioux Falls	SD	0.0787	0.0787	0.0787
644	Omaha	NE	0.0203	0.0203	0.0563
646	Grand Island	NE	0.0140	0.0140	0.0743
648	Helena	MT	0.0256	0.0256	0.0558
650	Billings	MT	0.1571	0.1571	0.1571
652	Boise	ID	0.0470	0.0470	0.0677
654	Cheyenne	WY	0.0486	0.0486	0.0546
656	Denver	CO	0.0307	0.0307	0.0561
658	Colorado Spgs	CO	0.0364	0.0364	0.0580
660	Salt Lake Cty	UT	0.0221	0.0221	0.0553
664	Albuquerque	NM	0.0217	0.0217	0.0775
666	Phoenix	AZ	0.0259	0.0259	0.0585
668	Tucson	AZ	0.0249	0.0249	0.0540
670	Eugene	OR	0.0074	0.0262	0.0516
672	Portland	OR	0.0234	0.0314	0.0517
674	Seattle	WA	0.0236	0.0403	0.0513
676	Spokane	WA	0.0073	0.0390	0.0509
720	Reno	NV	0.0081	0.0081	0.0568
721	Las Vegas	NV	0.0221	0.0221	0.0529
722	San Francisco	CA	0.0122	0.0313	0.0523
724	Redding/Chico	CA	0.0123	0.0123	0.0487
726	Sacramento	CA	0.0121	0.0121	0.0530
728	Fresno	CA	0.0124	0.0321	0.0527
730	Los Angeles	CA	0.0119	0.0400	0.0549
732	San Diego	CA	0.0122	0.0122	0.0542
734	Bakersfield	CA	0.0121	0.0121	0.0529
736	Monterey/Salin.	CA	0.0119	0.0119	0.0497
738	Stockton	CA	0.0126	0.0126	0.0518
740	S. Luis Obispo	CA	0.0124	0.0313	0.0561
920	Hartford	CT	0.0137	0.0137	0.0515
921	Fishers Island	NY	0.0107	0.0107	0.0107
922	Cincinnati	OH	0.0101	0.0101	0.0516
923	Lima	OH	0.0080	0.0080	0.0460
924	Erie	PA	0.0202	0.0202	0.0546
927	Harrisonburg	VA	0.0264	0.0264	0.0513
928	Charlottesvl	VA	0.0434	0.0434	0.0434
929	Edinburgh	VA	0.0459	0.0459	0.0459
930	Eppes Fork	NC	0.0337	0.0337	0.0579
932	Bluefield	WV	0.0184	0.0184	0.0602
937	Richmond	IN	0.0572	0.0572	0.0572
938	Terre Haute	IN	0.0101	0.0101	0.0572
939	Fort Myers	FL	0.0483	0.0483	0.0535
949	Fayetteville	NC	0.0327	0.0327	0.0579
951	Rocky Mount	NC	0.0337	0.0337	0.0557
952	Tampa	FL	0.0529	0.0529	0.0541



Wholesale Dedicated 8XX LATA Tier Rates (NAZ 092107)

Intrastate/Intralata

LATA	City	State	TIER A	TIER B	TIER C
953	Tallahassee	FL	0.0477	0.0477	0.0535
956	Kingsport	TN	0.0514	0.0514	0.0514
958	Lincoln	NE	0.0559	0.0559	0.0559
960	Coeur D'Alene	ID	0.0564	0.0564	0.0651
961	San Angelo	TX	0.0302	0.0302	0.0543
963	Kalispell	MT	0.1571	0.1571	0.1571
973	Palm Springs	CA	0.0312	0.0312	0.0563
974	Rochester	NY	0.0086	0.0086	0.0466
976	Mattoon	IL	0.0275	0.0275	0.0474
977	Galesburg	IL	0.0599	0.0599	0.0599
978	Olney	IL	0.0146	0.0146	0.0527
980	Tsaile	AZ	0.0577	0.0577	0.0577
981	Monument Valley	UT	0.0509	0.0509	0.0509

TOLL FREE CANADA RATE

Dedicated Toll Free	RPM
Canada	.0290

Switched Toll Free	RPM
Interstate	.0392
IntraState/IntraLata	.0673

Switched Toll Free Off Shore Rates			RPM
820	Puerto Rico	PR	0.1709
822	Virgin Islands	USVI	0.1710
832	Alaska	AK	0.2539
834	Hawaii	HI	0.1598

TOLL FREE CANADA RATE

Switched Toll Free	RPM
Canada	.0790



ORIGINAL

**Schedule I
Resale of Integrated T Service Schedule**

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Schedule J
Internet Service Schedule

INTERNET STANDARD TERMS AND CONDITIONS

In addition to the general terms and conditions contained in the Master Services Agreement between PAETEC and Customer (the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to Internet Access Service provided to Customer by PAETEC:

1. Provision of Internet Access Service

- 1.1. PAETEC shall provide, and Customer shall accept and pay for, Internet Access Service (the "Internet Service") at the rates set forth on the Rate Schedule of the Agreement. Internet Service permits a Customer to obtain direct access to the Internet via PAETEC's or a third party provider's IP network. Connectivity is between the Customer's router and the PAETEC router located within the PAETEC network.

2. Acceptable Uses

- 2.1. Customer agrees to adhere at all times to the PAETEC Acceptable Use Policy (the "AUP"), as such AUP may be modified by PAETEC from time to time. The current AUP is available for review at http://www.paetec.com/auphttp://www.paetec.com/1_5/1_5_10_1.html PAETEC has the right to modify its AUP <http://www.paetec.com/notice/Acceptable%20Use%20Policy.pdf> at any time without prior notice to Customer. Customer is responsible for monitoring the website at <http://www.paetec.com/aup> <http://www.paetec.com> for changes to the AUP. Customer shall be bound by such modified AUP.
- 2.2. Customer shall be responsible for enforcing the AUP for any third parties (including its customers or end users) that access the Internet through Customer's use of the PAETEC Internet Services. Customer shall defend and indemnify PAETEC with respect to all claims related to Customer's or any such third parties' use of the Internet Service in violation of the then-current AUP.
- 2.3. PAETEC has the right to immediately and without regard to any cure periods that may be set forth elsewhere in the Agreement, suspend and/or terminate the Internet Services to Customer, or to take any other action that PAETEC determines, in its sole discretion, is appropriate in response to Customer's, or Customer's end user's or any other customers of Customer failure to comply with the requirements of PAETEC's then-current AUP.

- 2.4. Customer and its customers and end users are responsible for the security of their own networks and machines. PAETEC assumes no responsibility or liability for failures or breach of protective measures on Customer's network, whether implied or actual, even in the event that the security measures have been installed or configured by PAETEC. Security problems on Customer's systems that affect the PAETEC network or cause any system abuse or any other violations of the AUP may result in suspension of the Internet Service or account access by PAETEC. Customer shall solely be responsible for addressing problems on Customer's network escalated to PAETEC for resolution that involves compromise of Customer's security.

3. IP Address Ownership

- 3.1 As part of the Internet Service, Customer shall be provided with one serial IP address. Customer shall also be provided with such public IP addresses as are deemed justifiable by American Registry for Internet Numbers ("ARIN"). PAETEC shall maintain and control ownership of all IP addresses that may be assigned to Customer by PAETEC and PAETEC reserves, in its sole discretion, the right to change or remove any and all such IP addresses, including without limitation the right to decrease the amount of IP space PAETEC has assigned to Customer. PAETEC will use all commercially reasonable efforts to route Customer-provided IP addresses to the Internet.

4. Domain Name Service

- 4.1. As part of the Internet Service, PAETEC, at Customer's request, at no additional charge shall provide Customer with primary domain name service for up to five domain names and secondary domain name service for: (i) any domain names for which PAETEC is the primary domain name service provider and (ii) any domain names for which Customer is the primary domain name service provider. Neither primary nor secondary domain name service includes registration of the Customer's



domain name(s). Customer shall be responsible for registering and maintaining the registration of their domain name(s) with the appropriate domain name registrar and for all costs and fees associated with such requirements. Under no circumstances shall PAETEC be responsible for these costs. PAETEC makes no representations concerning and does not guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party and Customer agrees to indemnify and hold PAETEC harmless in the event any domain name violates or is alleged to violate any trademarks, or other proprietary rights of any other party. The inability to obtain or use a domain name shall not entitle Customer to terminate the Agreement with PAETEC or to a refund of any fees paid by Customer for the Internet Service.

5. Maintenance

5.1. PAETEC periodically performs maintenance on its Internet network. In some cases, a maintenance window may result in a temporary service interruption to PAETEC customers. PAETEC will use all reasonable efforts to provide notification of the network maintenance on the PAETEC website at <http://www.paetec.com/maintenance>. Customers have the option to receive notification of a network maintenance window via email by subscribing to a mailing list at the PAETEC website listed in the foregoing sentence. The capability to subscribe to the mailing list is provided for customers who would prefer to receive an email regarding a maintenance window versus checking the PAETEC website. (Customers also have an option to unsubscribe to the mailing list at the PAETEC website.)

A description of the various types of network maintenance classifications is set forth below. Each maintenance description specifies when notification will be provided prior to the start time of the scheduled maintenance. Maintenance notification will include a list of the cities affected, a description of the maintenance, and the duration of the maintenance window. The maintenance window for backbone devices is between midnight and 6:00 a.m., local time zone at the affected sites.

Customer acknowledges that PAETEC shall not be liable for service interruptions that may occur due to maintenance activity as described herein

or for failure to provide advance notice of the maintenance on PAETEC's website or in an email to subscribers to the email maintenance list.

Maintenance Classifications:

Normal Scheduled Maintenance - Normal Scheduled Maintenance is defined as maintenance that will enhance the reliability of the network. This includes, but is not limited to upgrading code, reloading routers, and adding new equipment. Notification for this type of maintenance will be provided 72 hours prior to the start of a Normal Scheduled Maintenance window.

Urgent Scheduled Maintenance - Urgent Scheduled Maintenance is defined as maintenance that is performed when the potential for router or network failure exists without the scheduled maintenance. This includes, but is not limited to hardware and software upgrades, and router debugging. Notification for this type of maintenance will be provided 48-72 hours prior to the start of an Urgent Scheduled Maintenance window.

Emergency Maintenance - Emergency Maintenance is performed when catastrophic events have occurred on the network. This is limited to maintenance necessary to correct the event that occurred during an unplanned outage. Notification for this type of maintenance will be provided on a best effort basis.

6. Termination Liability

If this Agreement is terminated after the Effective Date by PAETEC for Customer's breach pursuant to Article 4.1, or by Customer except as permitted under Article 4.1, Customer shall pay to PAETEC, immediately upon demand, (i) all sums then due and unpaid plus (ii) the monthly service fee as outlined in the applicable Internet Service Order(s) multiplied by the number of months of service remaining on the Internet Service Order(s) multiplied by the number of services contracted per the applicable Internet Service Order(s). These termination fees shall also apply to all Internet Service Order(s) that are terminated prior to the termination date outlined in the Internet Service Order(s).



7 Pricing

a.) Dedicated Internet

Service	MRC 1 YR	NRC 1 YR	MRC 2 YR	NRC 2 YR	MRC 3 YR	NRC 3 YR
Full T-1 Port (1.54 MBPS)	\$200	\$150	\$175	\$125	\$150	\$100
*DS-3 Port (45 MBPS) price per meg	\$90	\$50 per MB	\$80	\$50 per MB	\$70	\$50 per MB
*Ethernet Port (100 MBPS) price per meg	\$70	\$50 per MB	\$60	\$50 per MB	\$50	\$50 per MB

*There is a minimum requirement of 6 mbps for DS-3 and Ethernet ports.

b.) DEDICATED DID AGGREGATION DIRECT INBOUND DIALING (DID) SERVICE.

Port Fees include unlimited inbound Local Usage:
Minimum Configuration for this product is 1.5 MB (1 DS1).

DS3/YR Term G.711	DS3/IP MRC
1yr	\$7,875
2yr	\$6,750
3yr	\$5,625

T1/YR Term G.711	T1/IP MRC
1yr	\$325
2yr	\$290
3yr	\$240

DS3/YR Term G.729	DS3/IP MRC
1yr	\$13,875
2yr	\$12,750
3yr	\$11,625

T1/YR Term G.729	DS3/IP MRC
1yr	\$525
2yr	\$490
3yr	\$440

***NOTE:** Port Pricing does not include DS3 or T1 Loops for Interconnections. Customer may interconnect using Public Internet or Customer may provide its own Backhaul via its facilities or those of another Carrier. Customer is responsible for ordering all cross-connects into and within Switch or at any other meet point chosen by Customer. Customer is responsible for all associated fees and charges for said X-Connects. Customer, at its sole discretion, shall select vendors for cross-connects.

NRC CHARGE	
DS3 Port	\$ 1,000
T1 Port	\$150

Direct Inward Dial (DID) Numbers.

Except for DID charges as outlined below, there is no charge for each rate center on the PRI's. Customer can have as many rate centers as they choose in each market. \$5.50 per month per Rate Center up to a block of 20 DID numbers. \$1.00 NRC per DID number.



Wholesale Dedicated VoIP Termination Rates (AA)

Interstate

LATA	City	State	TIER A	TIER B	TIER C
120	Maine	ME	0.0079	0.0081	0.0266
122	New Hampshire	NH	0.0066	0.0080	0.0164
124	Vermont	VT	0.0075	0.0074	0.0245
126	West Mass	MA	0.0061	0.0072	0.0121
128	East Mass	MA	0.0064	0.0081	0.0124
130	Rhode Island	RI	0.0052	0.0062	0.0095
132	New York City	NY	0.0053	0.0078	0.0101
133	Poughkeepsie	NY	0.0091	0.0124	0.0134
134	Albany	NY	0.0105	0.0080	0.0167
136	Syracuse	NY	0.0105	0.0104	0.0146
138	Binghamton	NY	0.0084	0.0086	0.0208
140	Buffalo	NY	0.0073	0.0088	0.0134
220	Atlantic Coastal	NJ	0.0071	0.0084	0.0127
222	Delaware Valley	NJ	0.0071	0.0091	0.0142
224	North Jersey	NJ	0.0064	0.0113	0.0134
226	Capital	PA	0.0064	0.0094	0.0198
228	Philadelphia	PA	0.0069	0.0139	0.0159
230	Altoona	PA	0.0081	0.0107	0.0156
232	Scranton	PA	0.0088	0.0162	0.0314
234	Pittsburgh	PA	0.0054	0.0092	0.0171
236	Washington, DC	DC	0.0072	0.0089	0.0098
238	Baltimore	MD	0.0065	0.0078	0.0111
240	Hagerstown	MD	0.0080	0.0238	0.0224
242	Salisbury	MD	0.0092	0.0095	0.0126
244	Roanoke	VA	0.0181	0.0202	0.0249
246	Culpeper	VA	0.0100	0.0118	0.0119
248	Richmond	VA	0.0099	0.0166	0.0122
250	Lynchburg	VA	0.0091	0.0182	0.0199
252	Norfolk	VA	0.0067	0.0086	0.0099
254	Charleston	WV	0.0111	0.0120	0.0174
256	Clarksburg	WV	0.0099	0.0098	0.0195
320	Cleveland	OH	0.0062	0.0089	0.0156
322	Youngstown	OH	0.0061	0.0088	0.0066
324	Columbus	OH	0.0061	0.0109	0.0134
325	Akron	OH	0.0055	0.0059	0.0112
326	Toledo	OH	0.0066	0.0109	0.0176
328	Dayton	OH	0.0060	0.0095	0.0118
330	Evansville	IN	0.0065	0.0059	0.0128
332	South Bend	IN	0.0066	0.0104	0.0204
334	Auburn/Huntington	IN	0.0071	0.0099	0.0088
336	Indianapolis	IN	0.0064	0.0104	0.0116
338	Bloomington	IN	0.0075	0.0079	0.0276
340	Detroit	MI	0.0066	0.0069	0.0156



Wholesale Dedicated VoIP Termination Rates (AA)

Interstate

LATA	City	State	TIER A	TIER B	TIER C
342	Upper Peninsula	MI	0.0126	0.0131	0.0405
344	Saginaw	MI	0.0079	0.0081	0.0272
346	Lansing	MI	0.0067	0.0072	0.0134
348	Grand Rapids	MI	0.0072	0.0079	0.0194
350	Northeast WI	WI	0.0067	0.0078	0.0204
352	Northwest WI	WI	0.0071	0.0081	0.0292
354	Southwest WI	WI	0.0058	0.0091	0.0225
356	Southeast WI	WI	0.0062	0.0086	0.0159
358	Chicago	IL	0.0061	0.0071	0.0104
360	Rockford	IL	0.0055	0.0056	0.0099
362	Cairo	IL	0.0118	0.0091	0.0153
364	Sterling	IL	0.0065	0.0066	0.0187
366	Forrest	IL	0.0086	0.0078	0.0184
368	Peoria	IL	0.0072	0.0080	0.0248
370	Champaign	IL	0.0061	0.0075	0.0124
374	Springfield	IL	0.0065	0.0062	0.0158
376	Quincy	IL	0.0092	0.0114	0.0171
420	Asheville	NC	0.0066	0.0099	0.0231
422	Charlotte	NC	0.0067	0.0106	0.0184
424	Greensboro	NC	0.0075	0.0118	0.0246
426	Raleigh	NC	0.0060	0.0101	0.0132
428	Wilmington	NC	0.0120	0.0138	0.0299
430	Greenville	SC	0.0084	0.0156	0.0182
432	Florence	SC	0.0085	0.0108	0.0189
434	Columbia	SC	0.0072	0.0161	0.0247
436	Charleston	SC	0.0064	0.0120	0.0202
438	Atlanta	GA	0.0075	0.0111	0.0156
440	Savannah	GA	0.0094	0.0195	0.0302
442	Augusta	GA	0.0071	0.0182	0.0226
444	Albany	GA	0.0084	0.0133	0.0252
446	Macon	GA	0.0074	0.0113	0.0207
448	Pensacola	FL	0.0139	0.0248	0.0139
450	Panama City	FL	0.0147	0.0249	0.0260
452	Jacksonville	FL	0.0084	0.0151	0.0158
454	Gainesville	FL	0.0102	0.0219	0.0151
456	Daytona Beach	FL	0.0081	0.0096	0.0112
458	Orlando	FL	0.0085	0.0164	0.0142
460	Southeast FL	FL	0.0091	0.0099	0.0122
462	Louisville	KY	0.0071	0.0086	0.0148
464	Owensville	KY	0.0128	0.0155	0.0280
466	Winchester	KY	0.0074	0.0059	0.0121
468	Memphis	TN	0.0073	0.0095	0.0155
470	Nashville	TN	0.0075	0.0419	0.0238



Wholesale Dedicated VoIP Termination Rates (AA)

Interstate

LATA	City	State	TIER A	TIER B	TIER C
472	Chattanooga	TN	0.0067	0.0086	0.0234
474	Knoxville	TN	0.0081	0.0102	0.0252
476	Birmingham	AL	0.0085	0.0104	0.0206
477	Huntsville	AL	0.0088	0.0122	0.0212
478	Montgomery	AL	0.0080	0.0094	0.0175
480	Mobile	AL	0.0086	0.0098	0.0204
482	Jackson	MS	0.0101	0.0142	0.0251
484	Biloxi	MS	0.0075	0.0107	0.0151
486	Shreveport	LA	0.0093	0.0109	0.0178
488	Lafayette	LA	0.0113	0.0154	0.0201
490	New Orleans	LA	0.0071	0.0096	0.0134
492	Baton Rouge	LA	0.0075	0.0099	0.0161
520	St. Louis	MO	0.0069	0.0124	0.0145
521	Westphalia	MO	0.0140	0.0145	0.0211
522	Springfield	MO	0.0060	0.0093	0.0193
524	Kansas City	MO	0.0056	0.0102	0.0135
526	Fort Smith	AR	0.0079	0.0062	0.0127
528	Little Rock	AR	0.0078	0.0072	0.0166
530	Pine Bluff	AR	0.0082	0.0068	0.0188
532	Wichita	KS	0.0075	0.0142	0.0269
534	Topeka	KS	0.0078	0.0125	0.0239
536	Oklahoma City	OK	0.0065	0.0058	0.0187
538	Tulsa	OK	0.0061	0.0054	0.0167
540	El Paso	TX	0.0064	0.0045	0.0099
542	Midland	TX	0.0093	0.0051	0.0178
544	Lubbock	TX	0.0115	0.0056	0.0134
546	Amarillo	TX	0.0106	0.0065	0.0236
548	Wichita Falls	TX	0.0104	0.0058	0.0236
550	Abilene	TX	0.0089	0.0064	0.0166
552	Dallas	TX	0.0071	0.0101	0.0076
554	Longview	TX	0.0115	0.0133	0.0160
556	Waco	TX	0.0084	0.0098	0.0086
558	Austin	TX	0.0073	0.0131	0.0088
560	Houston	TX	0.0081	0.0094	0.0111
562	Beaumont	TX	0.0098	0.0054	0.0176
564	Corpus Christi	TX	0.0088	0.0141	0.0151
566	San Antonio	TX	0.0075	0.0121	0.0109
568	Brownsville	TX	0.0087	0.0074	0.0075
570	Hearne	TX	0.0119	0.0078	0.0232
620	Rochester	MN	0.0102	0.0245	0.0325
624	Duluth	MN	0.0111	0.0099	0.0260
626	St. Cloud	MN	0.0114	0.0173	0.0300
628	Minneapolis	MN	0.0061	0.0115	0.0151



Wholesale Dedicated VoIP Termination Rates (AA)

Interstate

LATA	City	State	TIER A	TIER B	TIER C
630	Sioux City	IA	0.0075	0.0100	0.0454
632	Des Moines	IA	0.0069	0.0088	0.0371
634	Davenport	IA	0.0071	0.0076	0.0314
635	Cedar Rapids	IA	0.0068	0.0086	0.0327
636	Fargo	ND	0.0115	0.0215	0.0441
638	Bismarck	ND	0.0096	0.0111	0.0424
640	South Dakota	SD	0.0124	0.0156	0.0378
644	Omaha	NE	0.0074	0.0081	0.0162
646	Grand Island	NE	0.0112	0.0174	0.0302
648	Great Falls	MT	0.0126	0.0165	0.0353
650	Billings	MT	0.0089	0.0112	0.0432
652	Idaho	ID	0.0092	0.0147	0.0313
654	Wyoming	WY	0.0144	0.0184	0.0476
656	Denver	CO	0.0084	0.0081	0.0156
658	Colorado Springs	CO	0.0075	0.0081	0.0219
660	Utah	UT	0.0054	0.0082	0.0298
664	New Mexico	NM	0.0100	0.0158	0.0279
666	Phoenix	AZ	0.0065	0.0081	0.0128
668	Tucson	AZ	0.0064	0.0079	0.0152
670	Eugene	OR	0.0061	0.0107	0.0172
672	Portland	OR	0.0058	0.0099	0.0162
674	Seattle	WA	0.0048	0.0088	0.0125
676	Spokane	WA	0.0071	0.0105	0.0168
720	Northern Nevada	NV	0.0067	0.0067	0.0509
721	Southern Nevada	NV	0.0047	0.0089	0.0112
722	San Francisco	CA	0.0068	0.0122	0.0138
724	Chico	CA	0.0089	0.0118	0.0180
726	Sacramento	CA	0.0075	0.0120	0.0154
728	Fresno	CA	0.0086	0.0119	0.0179
730	Los Angeles	CA	0.0069	0.0107	0.0122
732	San Diego	CA	0.0071	0.0116	0.0140
734	Bakersfield	CA	0.0062	0.0107	0.0092
736	Monterey	CA	0.0079	0.0112	0.0129
738	Stockton	CA	0.0091	0.0120	0.0171
740	San Luis Obispo	CA	0.0075	0.0066	0.0152
820	Puerto Rico	PR	0.0100	0.0100	0.0100
822	US Virgin Islands	USVI	0.0207	0.0207	0.0207
832	Alaska	AK	0.1462	0.1462	0.1462
834	Hawaii	HI	0.0121	0.0121	0.0121
921	Fisher Island	NY	0.0101	0.0101	0.0367
920	Connecticut SNET	CT	0.0076	0.0065	0.0104
922	Cincinnati	OH	0.0085	0.0085	0.0133
923	Mansfield	OH	0.0095	0.0095	0.0185



Wholesale Dedicated VoIP Termination Rates (AA)

Interstate

ATA	City	State	TIER A	TIER B	TIER C
924	Erie	PA	0.0069	0.0069	0.0116
927	Harrisonburg	VA	0.0158	0.0158	0.0129
928	Charlottesville	VA	0.0072	0.0072	0.0101
929	Edinburg	VA	0.0109	0.0109	0.0321
932	Bluefield	WV	0.0144	0.0144	0.0256
937	Richmond	IN	0.0101	0.0101	0.0065
938	Terre Haute	IN	0.0062	0.0062	0.0124
939	Fort Meyers	FL	0.0251	0.0251	0.0121
949	Fayetteville	NC	0.0132	0.0132	0.0167
951	Rocky Mount	NC	0.0147	0.0147	0.0165
952	Gulf Coast	FL	0.0125	0.0125	0.0139
953	Tallahassee	FL	0.0169	0.0169	0.0166
956	Bristol	TN	0.0112	0.0112	0.0161
958	Lincoln	NE	0.0086	0.0086	0.0175
960	Coeur D'Alene	ID	0.0075	0.0075	0.0139
961	San Angelo	TX	0.0105	0.0105	0.0186
973	Palm Springs	CA	0.0066	0.0066	0.0081
974	Rochester	NY	0.0069	0.0069	0.0122
976	Mattoon	IL	0.0133	0.0133	0.0229
977	Galesburg	IL	0.0096	0.0096	0.0284
978	Olney	IL	0.0111	0.0111	0.0315
980	Navajo	AZ	0.0158	0.0158	0.0158
981	Navajo	UT	0.0187	0.0187	0.0187



Wholesale Dedicated VoIP Termination Rates (AA)
Intrastate/IntraLATA

LATA	CITY	State	TIER A	TIER B	TIER C
120	Maine	ME	0.0087	0.0094	0.0509
122	New Hampshire	NH	0.0376	0.0475	0.0504
124	Vermont	VT	0.0201	0.0175	0.0468
126	West Mass	MA	0.0071	0.0069	0.0499
128	East Mass	MA	0.0072	0.0088	0.0454
130	Rhode Island	RI	0.0201	0.0045	0.0444
132	New York City	NY	0.0276	0.0334	0.0474
133	Poughkeepsie	NY	0.0302	0.0365	0.0361
134	Albany	NY	0.0275	0.0316	0.0486
136	Syracuse	NY	0.0269	0.0352	0.0402
138	Binghamton	NY	0.0294	0.0304	0.0424
140	Buffalo	NY	0.0284	0.0351	0.0431
220	Atlantic Coastal	NJ	0.0304	0.0076	0.0507
222	Delaware Valley	NJ	0.0292	0.0093	0.0479
224	North Jersey	NJ	0.0278	0.0739	0.0451
226	Capital	PA	0.0207	0.0389	0.0436
228	Philadelphia	PA	0.0207	0.0186	0.0480
230	Altoona	PA	0.0216	0.0194	0.0474
232	Scranton	PA	0.0228	0.0694	0.0454
234	Pittsburgh	PA	0.0205	0.0186	0.0419
236	Washington, DC	DC	0.0162	0.0195	0.0424
238	Baltimore	MD	0.0235	0.0064	0.0365
240	Hagerstown	MD	0.0251	0.0892	0.0381
242	Salisbury	MD	0.0259	0.0094	0.0452
244	Roanoke	VA	0.0465	0.0305	0.0489
246	Culpeper	VA	0.0352	0.0179	0.0262
248	Richmond	VA	0.0253	0.0298	0.0381
250	Lynchburg	VA	0.0452	0.0358	0.0388
252	Norfolk	VA	0.0424	0.0178	0.0362
254	Charleston	WV	0.0362	0.0136	0.0465
256	Clarksburg	WV	0.0351	0.0121	0.0679
320	Cleveland	OH	0.0071	0.0081	0.0534
322	Youngstown	OH	0.0068	0.0088	0.0265
324	Columbus	OH	0.0078	0.0111	0.0469
325	Akron	OH	0.0066	0.0064	0.0435
326	Toledo	OH	0.0076	0.0109	0.0453
328	Dayton	OH	0.0075	0.0094	0.0465
330	Evansville	IN	0.0078	0.0081	0.0345
332	South Bend	IN	0.0071	0.0104	0.0336
334	Auburn/Huntington	IN	0.0069	0.0099	0.0225
336	Indianapolis	IN	0.0074	0.0102	0.0264
338	Bloomington	IN	0.0076	0.0101	0.0454
340	Detroit	MI	0.0064	0.0066	0.0494



Wholesale Dedicated VoIP Termination Rates (AA)
Intrastate/IntraLATA

LATA	CITY	State	TIER A	TIER B	TIER C
342	Upper Peninsula	MI	0.0119	0.0129	0.0529
344	Saginaw	MI	0.0079	0.0078	0.0480
346	Lansing	MI	0.0076	0.0079	0.0424
348	Grand Rapids	MI	0.0072	0.0074	0.0489
350	Northeast WI	WI	0.0067	0.0076	0.0473
352	Northwest WI	WI	0.0068	0.0076	0.0434
354	Southwest WI	WI	0.0065	0.0084	0.0441
356	Southeast WI	WI	0.0065	0.0078	0.0354
358	Chicago	IL	0.0064	0.0106	0.0289
360	Rockford	IL	0.0066	0.0086	0.0446
362	Cairo	IL	0.0099	0.0119	0.0200
364	Sterling	IL	0.0068	0.0084	0.0266
366	Forrest	IL	0.0094	0.0086	0.0293
368	Peoria	IL	0.0081	0.0109	0.0368
370	Champaign	IL	0.0071	0.0108	0.0262
374	Springfield	IL	0.0074	0.0098	0.0158
376	Quincy	IL	0.0095	0.0134	0.0273
420	Asheville	NC	0.0078	0.1053	0.0416
422	Charlotte	NC	0.0082	0.0898	0.0524
424	Greensboro	NC	0.0084	0.0625	0.0538
426	Raleigh	NC	0.0069	0.0809	0.0540
428	Wilmington	NC	0.0127	0.0120	0.0399
430	Greenville	SC	0.0139	0.0245	0.0469
432	Florence	SC	0.0139	0.0260	0.0456
434	Columbia	SC	0.0158	0.0275	0.0440
436	Charleston	SC	0.0127	0.0246	0.0388
438	Atlanta	GA	0.0082	0.0104	0.0454
440	Savannah	GA	0.0092	0.0189	0.0494
442	Augusta	GA	0.0089	0.0189	0.0381
444	Albany	GA	0.0086	0.0146	0.0524
446	Macon	GA	0.0088	0.0147	0.0411
448	Pensacola	FL	0.0322	0.0469	0.0231
450	Panama City	FL	0.0333	0.0506	0.0307
452	Jacksonville	FL	0.0216	0.0558	0.0352
454	Gainesville	FL	0.0351	0.0805	0.0492
456	Daytona Beach	FL	0.0339	0.0086	0.0381
458	Orlando	FL	0.0278	0.0753	0.0428
460	Southeast FL	FL	0.0245	0.0093	0.0260
462	Louisville	KY	0.0062	0.0094	0.0305
464	Owensville	KY	0.0118	0.0144	0.0379
466	Winchester	KY	0.0081	0.0071	0.0169
468	Memphis	TN	0.0099	0.0092	0.0471
470	Nashville	TN	0.0094	0.0564	0.0505



Wholesale Dedicated VoIP Termination Rates (AA)
Intrastate/IntraLATA

Area	City	State	TIER A	TIER B	TIER C
472	Chattanooga	TN	0.0095	0.0078	0.0467
474	Knoxville	TN	0.0099	0.0099	0.0571
476	Birmingham	AL	0.0118	0.0101	0.0415
477	Huntsville	AL	0.0122	0.0118	0.0439
478	Montgomery	AL	0.0121	0.0099	0.0421
480	Mobile	AL	0.0114	0.0104	0.0389
482	Jackson	MS	0.0111	0.0114	0.0394
484	Biloxi	MS	0.0088	0.0092	0.0166
486	Shreveport	LA	0.0147	0.0105	0.0228
488	Lafayette	LA	0.0165	0.0173	0.0440
490	New Orleans	LA	0.0127	0.0107	0.0316
492	Baton Rouge	LA	0.0135	0.0116	0.0352
520	St. Louis	MO	0.0414	0.1092	0.0509
521	Westphalia	MO	0.0425	0.1748	0.1124
522	Springfield	MO	0.0509	0.1452	0.0885
524	Kansas City	MO	0.0380	0.1176	0.0582
526	Fort Smith	AR	0.0546	0.0086	0.0219
528	Little Rock	AR	0.0566	0.0113	0.0280
530	Pine Bluff	AR	0.0556	0.0084	0.0260
532	Wichita	KS	0.0089	0.0399	0.0465
534	Topeka	KS	0.0085	0.0364	0.0466
536	Oklahoma City	OK	0.0480	0.0093	0.0248
538	Tulsa	OK	0.0487	0.0089	0.0272
540	El Paso	TX	0.0431	0.0056	0.0388
542	Midland	TX	0.0412	0.0059	0.0324
544	Lubbock	TX	0.0447	0.0059	0.0295
546	Amarillo	TX	0.0452	0.0112	0.0366
548	Wichita Falls	TX	0.0447	0.0084	0.0476
550	Abilene	TX	0.0524	0.0076	0.0324
552	Dallas	TX	0.0429	0.0265	0.0248
554	Longview	TX	0.0282	0.0425	0.0240
556	Waco	TX	0.0471	0.0162	0.0178
558	Austin	TX	0.0429	0.0254	0.0331
560	Houston	TX	0.0429	0.0248	0.0300
562	Beaumont	TX	0.0374	0.0069	0.0288
564	Corpus Christi	TX	0.0431	0.0260	0.0359
566	San Antonio	TX	0.0436	0.0255	0.0304
568	Brownsville	TX	0.0428	0.0245	0.0175
570	Hearne	TX	0.0262	0.0251	0.0354
620	Rochester	MN	0.0293	0.0669	0.0634
624	Duluth	MN	0.0301	0.0099	0.0568
626	St. Cloud	MN	0.0304	0.0849	0.0582
628	Minneapolis	MN	0.0245	0.0702	0.0458



Wholesale Dedicated VoIP Termination Rates (AA)

Intrastate/IntraLATA

LATA	City	State	TIER A	TIER B	TIER C
630	Sioux City	IA	0.0204	0.0158	0.0628
632	Des Moines	IA	0.0172	0.0128	0.0580
634	Davenport	IA	0.0165	0.0101	0.0501
635	Cedar Rapids	IA	0.0175	0.0131	0.0612
636	Fargo	ND	0.0355	0.0711	0.0726
638	Bismarck	ND	0.0613	0.0187	0.0649
640	South Dakota	SD	0.0696	0.0209	0.0618
644	Omaha	NE	0.0267	0.0128	0.0528
646	Grand Island	NE	0.0296	0.0572	0.0493
648	Great Falls	MT	0.0305	0.0307	0.0721
650	Billings	MT	0.0252	0.0241	0.0695
652	Idaho	ID	0.0527	0.0204	0.0686
654	Wyoming	WY	0.0187	0.0236	0.0876
656	Denver	CO	0.0356	0.0141	0.0539
658	Colorado Springs	CO	0.0329	0.0133	0.0527
660	Utah	UT	0.0242	0.0106	0.0485
664	New Mexico	NM	0.0500	0.0200	0.0849
666	Phoenix	AZ	0.0493	0.0135	0.0669
668	Tucson	AZ	0.0492	0.0134	0.0442
670	Eugene	OR	0.0092	0.0419	0.0540
672	Portland	OR	0.0141	0.0356	0.0506
674	Seattle	WA	0.0252	0.0116	0.0371
676	Spokane	WA	0.0255	0.0125	0.0468
720	Northern Nevada	NV	0.0087	0.0069	0.0773
721	Southern Nevada	NV	0.0065	0.0162	0.0187
722	San Francisco	CA	0.0214	0.0392	0.0439
724	Chico	CA	0.0215	0.0240	0.0566
726	Sacramento	CA	0.0212	0.0187	0.0507
728	Fresno	CA	0.0213	0.0405	0.0451
730	Los Angeles	CA	0.0208	0.0393	0.0407
732	San Diego	CA	0.0206	0.0178	0.0452
734	Bakersfield	CA	0.0206	0.0172	0.0387
736	Monterey	CA	0.0209	0.0176	0.0355
738	Stockton	CA	0.0215	0.0188	0.0424
740	San Luis Obispo	CA	0.0213	0.0338	0.0514
921	Fisher Island	NY	0.0375	0.0375	0.0640
920	Connecticut SNET	CT	0.0127	0.0080	0.0347
922	Cincinnati	OH	0.0226	0.0086	0.0282
923	Mansfield	OH	0.0095	0.0095	0.0345
924	Erie	PA	0.0135	0.0135	0.0285
927	Harrisonburg	VA	0.0319	0.0319	0.0400
928	Charlottesville	VA	0.0088	0.0088	0.0313
929	Edinburg	VA	0.0175	0.0175	0.1014

