



Long Distance Services-Form A

CUSTOMER # _____ X-ACCOUNT # _____
 E-ACCOUNT # _____

Form B Attached Sales Rep # **H 212**

CUSTOMER INFORMATION

Yes, sign me up for C&W Long Distance Service and bill me directly.
 Yes, sign me up for C&W Long Distance Service and bill my Credit Card.
 By signing below, I authorize Cable & Wireless to bill my credit card for all services ordered including applicable taxes, fees and surcharges.
 Card Type: Mastercard Visa American Express Discover
 Account Number _____
 Cardholder Name _____
 Expiration Date _____

SERVICE INFORMATION

Company Name _____
 Street Address _____
 City _____ State _____ Zip+4 _____
 Primary Service Contact _____ Alternate Service Contact _____
 Main Telephone Number _____ E-Mail Address _____

SERVICE SUMMARY

Service Type _____
 Promotion **Business First Discount Group - \$0.0525 interstate**

OUTBOUND ORIGINATING NUMBERS

Main Billing Number _____ Total Number of Lines _____
 Company Name as Noted on Local Telco Bill _____

Telephone Number _____	ILP* <input type="checkbox"/>	Telephone Number _____	ILP* <input type="checkbox"/>
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>

 Cellular Number _____ Cellular Carrier _____
 Fax Line _____ Modem Line _____
 If you have any other numbers or service locations, please check here and list additional telephone numbers on Service Authorization Supplement A and attach to this form.
**IntraLATA presubscription — see terms and conditions on page 2.*

GLOBAL CALLING CARD

Company Name to appear on all cards (30 characters) _____
 Number of Cards _____ None International Calls Yes No
 Detailed List of Users Attached
 Global Calling Card Supplement Form(s) Attached (for added features)
 7 or 10 Digit Card Number _____
 Global Calling Card Coordinator Name and Phone Number _____
 Please order Travel Card instead of Global Calling Card (for Existing Travel Users Only)

TOLL-FREE SERVICE

Toll-Free Number _____ New RespOrg
 Global TollFree
 10-Digit Routing Number or IDD Number _____
 Extended Coverage AK HI PRI/USVI (\$50 set-up fee applies)
 Canada Guam CNMI
 Total toll-free numbers with this order _____
 Service Authorization Supplement A attached.

This order includes all of the terms and conditions on page 2 and all Supplements and attachments. This order is accepted by Cable & Wireless USA, Inc. (C&W USA) in accordance with the terms and conditions on page 2.
 By checking this box, the customer acknowledges that he/she has read and accepts the Terms and Conditions for CPNI approval on page 2.
Agreed to by:

Company _____
 Authorized by _____
 Signature _____
 Title _____ Date _____

BILLING INFORMATION

Same as Service Information Suppress Call Detail
 Customer Name _____
 Street Address _____
 City _____ State _____ Zip+4 _____
 Billing Contact _____
 Billing Telephone Number _____ E-Mail Address _____

ACCOUNT/SECURITY CODES

Account Codes Alpha Account Codes Security Codes
 Alpha Security Codes Security Option 3 Security Option 4
 No. of Codes _____ Code Length _____ Monthly Fee _____
 Variable Length Codes: Yes No

INTEGRATED SERVICES CUSTOMER PRICING DISCOUNTS

VIP Numbers (Outbound) _____ Monthly Fee _____
 1. _____ 2. _____
 3. _____ 4. _____
 5. _____
 VIP Numbers (Inbound) _____ Monthly Fee _____
 1. _____ 2. _____
 3. _____ 4. _____
 5. _____
 Area Code Maximizer (VNS) _____ Monthly Fee _____
 Inbound Outbound
 Regional Calling Zone _____ Monthly Fee _____
 Inbound Outbound
 New England Midwest Mid-Atlantic Central
 Southeast West South Central Northwest
 Northeast Southwest
 Global Zone (Outbound Only) _____ Monthly Fee _____
 Region 1: Africa Region 2: Caribbean & Central America
 Region 3: Europe - East Region 4: Europe - West
 Region 5: Indian Ocean Region 6: Mid East
 Region 7: Pacific (North) Region 8: Pacific (South) and Oceania
 Region 9: South America Region 10: Canada
 Region 11: Mexico Build Your Own Zone
 1. _____ 2. _____
 3. _____
 Global Priority Number _____
 Global Priority Country _____

ELECTRONIC BILL OPTIONS

Electronic Intelligent Billing (EIB®) Online CD-Rom Diskette
 Call Management Software Cycle (Monthly) Internet CD-Rom Diskette (CMS)
 Electronic Call Detail Records Cycle (Monthly) Internet CD-Rom Diskette (CDR only)
 In addition to Cycle data, either Daily or Weekly data in either CMS or CDR only format can be selected.
 CHOOSE ONE* Daily Weekly
 FORMAT: CMS CDR
**Daily and Weekly data is only available via Internet*

INTERNAL USE ONLY

Industry Type _____
 Desired Service Date _____ Primary Secondary
 Submitted to Telco Sales Customer Service
 Sales Person Name _____ Rep # _____
 Seasonal Account (Account may have no usage in any given month)
 Revenue _____ Minutes _____
 Agent Distributor # _____ S/Person # _____
Associations/Referral Endorsers/ESPs (Choose Only 1 Type)
 Association Name _____
 Ref. Distributor # _____ Ref. S/Person # _____
 Association Member # _____
 Referral Endorser/ESP Name _____
 Referred By # _____ Ref. S/Person # _____
 Ref. Distributor # _____ Ref. S/Person # _____

GENERAL TERMS AND CONDITIONS

Acceptance of Order. This order for long distance services is accepted by Cable & Wireless USA, Inc. (C&W USA) upon C&W USA's first initiation of any such services or C&W USA's initiation of a change to any such services.

Letter of Agency. By signing this order, the Customer, as the telephone subscriber, authorizes C&W USA to be the telephone subscriber's InterLATA toll carrier, commonly referred to as "long distance," for the telephone number(s) listed on this order. Additionally, C&W USA may be designated as the telephone subscriber's IntraLATA toll carrier, where available, by checking the "ILP" box on the order form. IntraLATA toll services are local area toll calls made within the telephone subscriber's area. The telephone subscriber authorizes C&W USA to contact the telephone subscriber's local exchange carrier on the telephone subscriber's behalf and further understands that the local exchange carrier may charge a fee to switch the telephone subscriber's presubscribed service to C&W USA and this fee will appear on a future local exchange carrier bill.

Tariffs. C&W USA's international, interstate, and certain of C&W USA's intrastate services are tariffed services and are, therefore, governed by this order and C&W USA's applicable Federal and state tariffs. C&W USA's tariffs may be amended by C&W USA in accordance with applicable laws and regulations. Certain of C&W USA's intrastate services, any C&W USA-provided customer premises equipment and other services are not tariffed ("Non-Tariffed Services/Equipment"); however, it is hereby agreed that C&W USA's Non-Tariffed Services/Equipment are governed by this order and the "General Rules and Regulations" section of C&W USA's Federal interstate switched services tariff. It is acknowledged that C&W USA may be required to withdraw its Federal tariff for interstate services, and it is hereby agreed that if such tariff is withdrawn, the "General Rules and Regulations" section of C&W USA's Federal tariff for international services shall then govern C&W USA's interstate services and the Non-Tariffed Services/Equipment.

Rates and Discounts. The Customer shall pay the rates, charges and fees, and receive the applicable discounts, set forth or referenced in C&W USA's applicable tariffs, rate schedules, and this order, as such may be revised by C&W USA at any time with notice.

Payment. C&W USA shall provide invoices covering C&W USA's monthly billing periods which shall be due and payable upon receipt. A late payment fee shall be applied on balances that remain unpaid thirty (30) days following the invoice date in the amount of the lesser of (a) one and one-half percent (1½) per month of the amount of the late payment starting from the invoice date, or (b) the maximum amount allowed under applicable law. Questions concerning any invoice must be brought to the attention of C&W USA within forty-five (45) days of the invoice date. The Customer shall be liable to C&W USA for any and all costs and/or expenses incurred directly or indirectly, including reasonable attorneys' fees and expenses, in collection of any amounts due.

Termination by Customer. The Customer may terminate this order at any time provided that (a) Customer provides thirty (30) days' prior written notice to C&W USA, and (b) the Customer pays all outstanding amounts. If C&W USA is providing the services set forth in this order under a C&W USA term plan, in addition to (a) and (b) above, the Customer shall pay C&W USA the term plan discontinuance charge (as an early discontinuance of service fee and not as a penalty) as set forth in the applicable C&W USA term plan.

Liabilities. In the event the C&W USA services or any portion thereof are unavailable to the Customer due to a total or partial interruption of the C&W USA services, C&W USA's sole obligation, and the Customer's sole and exclusive remedy, with respect to such interruption of services, shall be for the Customer to request and for C&W USA to provide a pro rata credit for the period and for the portion of the C&W USA services affected during which the C&W USA services or any part thereof were unavailable to the Customer. C&W USA's obligations to Customer with respect to a particular interruption start upon C&W USA's receipt of Customer's notification of the interruption and end upon service restoration. In no event shall C&W USA be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. C&W USA's maximum liability for any damages arising out of or related to this order shall not exceed the total charges for the C&W USA services provided under this order during the month in which such liability arises. The Customer shall defend, indemnify and hold C&W USA harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the C&W USA services or otherwise arising under this order.

Additional Terms.

- A. This order is made in and subject to the laws and the jurisdiction of the courts of the Commonwealth of Virginia.
- B. If C&W USA provides any software under this order, the Customer agrees to abide by the terms of the license agreement accompanying such software.
- C. **Customer Proprietary Network Information.** CPNI is that information available solely due to the carrier/customer relationship, including the type and quantity of telecommunication services. By federal law, the customer has the right, and C&W USA the duty, to protect CPNI from unauthorized disclosure, and C&W USA must receive express approval from the customer in order to use CPNI information to offer the Customer other products and services that may be beneficial to the Customer. With approval, C&W USA is better able to coordinate the Customer's communication needs and offer packages that we believe will best meet the Customer's specific needs. Approval or denial of this authority is valid until affirmatively changed by the Customer, and denial will not affect services subscribed.
- D. If the Customer requests C&W USA to expedite installation of service, the Customer shall pay any and all expedite costs associated with the request. The Customer understands that the installation of local access facilities is not under the control of C&W USA. C&W USA shall use reasonable efforts to have the requested expedite date met.
- E. Customer acknowledges that (i) while measures are taken to correctly assign toll-free numbers, C&W USA assumes no liability whatsoever for any costs or damages that Customer may incur based on actions taken by Customer in reliance on the accuracy of any such number assignment(s) regardless whether such actions are taken prior to or after service initiation; (ii) the toll-free numbers are assigned and administered by an independent administrator and C&W USA shall not be liable for any errors, acts or omissions of the independent administrator or its agents; (iii) C&W USA does not represent and warrant that Customer shall receive any of Customer's requested toll-free numbers from the independent administrator; and (iv) C&W USA shall not be liable for any errors in making any Customer requests for any toll-free numbers or for any failure on C&W USA's part to make such request on Customer's behalf.
- F. **Global Calling Card.** By signing this order, Customer understands and agrees (i) the Global Calling Card ("Card") may be used for both international and domestic calls and Customer shall be liable for any and all charges, whether authorized or not, and (ii) two (2) Cards will be generated for use under its account unless Customer specifically requests not to receive Cards or to receive more than two Cards. By using such Cards, Customer agrees to the following terms and conditions of the Cards. Customer shall be responsible for payment of all amounts charged to such Cards, whether authorized or not. Customer agrees to hold its Personal Identification Number and Card in confidence and report any lost or stolen Card or unauthorized charges ("Lost Card") to C&W USA's Customer Service as soon as Customer finds out about such Lost Card ("Report"). After a Report, C&W USA shall no longer provide Service for and Customer agrees not to use the Card. Customer shall be responsible for all charges until it makes a Report. If Customer does not want international access on its Card, it shall call Customer Service to have the access removed.

Responsible Organization Change Authorization



CABLE & WIRELESS

RespOrg ID: CWC02/CIC 223

Thank you for selecting Cable & Wireless to be your Toll-Free service provider.

By signing this *Responsible Organization Change Authorization* ("this Authorization"), you agree that Cable & Wireless is authorized to convert your toll-free number(s) from your current toll-free service provider to Cable & Wireless. Cable & Wireless will use your current toll-free number(s) listed below to provide you with Cable & Wireless' Toll-Free service as detailed in the Cable & Wireless long distance services order forms signed by you.

This Authorization is effective and binding between the parties upon the date Cable & Wireless receives this Authorization signed by you unless you receive written notice from Cable & Wireless to the contrary within thirty (30) days of such date. Please return the following form by fax at (Please print all information clearly.)

Customer Information

Company Name as Listed with Current Carrier _____	Authorized By _____
Street Address _____	Title _____
City _____ State _____ Zip +4 _____	Signature _____ Date _____
Phone Number _____ Fax Number _____	Requested Conversion Date for C&W Toll-Free Service _____

Service Information

Current Toll-Free Numbers ▼	Toll-Free Routing Numbers ▼	Access Type and Coverage Options <i>(Must be completed)</i> Specify appropriate access type and extended coverage options.
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada
_____	_____	<input type="checkbox"/> Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada

C&W Internal Use Only

Sales Representative Name	National TeleCom	Rep. #	H 212	Current Toll-Free Provider
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