### INTERNATIONAL TELECOMMUNICATIONS SERVICES

## REGULATIONS AND SCHEDULE OF CHARGES

Applicable to International Telecommunications Service Provided by

GRANDE COMMUNICATIONS NETWORKS, LLC

to International Points specified herein and authorized by the Federal Communications Commission

Services herein are offered pursuant to ITC No. 214-2001108-00651

This Price List contains the rules and regulations applicable to the International Message Telecommunications Services furnished by Grande Communications Networks, Inc. between points in the United States and international locations, as specified herein. Service is provided by means of wire, radio, terrestrial or satellite facilities or any combination thereof. This Price List is on file with the Federal Communications Commission and may be inspected in accordance with law.

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

### INTERNATIONAL TELECOMMUNICATION SERVICES

### 1. General Terms and Conditions

Grande Communications Networks, Inc. may be referred to herein as Grande.

The service in this price list is available only to local exchange service customers of Grande. The customer will be required to enter into a contract with Grande as a condition for receiving service. The customer will have the choice of bundling long distance with local exchange services, enhanced services, and unregulated services.

Any applicable federal, state or local use, excise, sales or privilege taxes, duties, regulatory assessments or similar liabilities, charged to or against Grande or its customers' service because of the service furnished by Grande, shall be paid by the end-use customer in addition to the regular service charges.

The customer shall timely pay Grande in accordance with the monthly invoice. In the event the customer fails to pay Grande's invoice in full on or before the due date stated on the invoice, the customer may be required to pay a late fee. The customer may be credited for service interruptions in accordance with applicable law. Grande may require prepayment or deposits based on the level of service purchased or based on credit history. Credit history will be strictly derived from credit reporting agencies and will be uniformly applied to all applicants for service. By ordering service from Grande, the customer authorizes any applicable credit reporting agency to release information on the customer to Grande for the purpose of providing or maintaining service to the customer.

In the event payment in full is not received from the customer by Grande on or before the due date, Grande shall have the right to suspend or disconnect all services to customer until such time as customer has paid in full arrearages, including any late fees, interest and costs of collection, attorney's fees, and court costs. Grande will apply this provision in a manner that complies with applicable law.

The rates in this price list are subject to promotions or other special offers made by Grande on a case by case basis.

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

The obligations and liabilities of the customer described in this price list shall apply equally to successors in interest to the customer, regardless of whether such successor has actual notice of these price lists.

Grande equipment placed on the customer's premises remains the personal property of Grande and shall at no time become a fixture or in any way a part of the real property.

The customer has the affirmative duty to detect, prevent, and report to Grande any unauthorized or fraudulent use of any Grande service or equipment. The customer is liable for any damage or misuse of Grande service or equipment arising from customer's service, account, equipment, or premises. The customer remains liable for payment of all billed services regardless of whether such use was authorized by the customer, provided, however, customer may be excused by Grande from owing invoiced amounts which were proximately caused solely by Grande's gross negligence or intentional misconduct.

In the event Grande seeks to enforce the terms of this price list or to collect any moneys due hereunder or to collect money damages for customer's noncompliance with this price list or any breach of a service agreement between customer and Grande, Grande shall be entitled to recover, in addition to any other remedy, reimbursement for attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

The service provided by Grande is subject to the condition that it will not be used for any unlawful purpose. The customer is prohibited from performing any act or omission which results in the circumventing of the limitations or rates intended for a particular service.

The terms of this price list and service contract between Grande and the customer shall inure to the benefit of Grande and its respective successors and assigns. The customer shall not assign or transfer its rights or obligations without the prior written consent of Grande. Grande reserves the right to refuse any such assignment if it determines that such assignment: (1) may result in a violation of Grande's price list, service agreement, or policy; (2) is unreasonable; (3) may affect the timely payment of amounts owed to Grande; or (4) is otherwise not in the best interests of Grande. In order to protect against the unauthorized switching of long distance carrier ("slamming"), the customer may place a freeze on its preferred long distance carrier. The placing or lifting of a preferred carrier freeze must be in writing. The customer may change long distance carriers by executing a valid letter of agency with an alternative carrier.

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

By ordering service or equipment from Grande, customer authorizes Grande, and its employees, agents, contractors, and representatives to enter customer's premises in order to install, maintain, inspect, repair and remove any applicable equipment and/or service. If customer is not the owner of the premises, upon request, customer will supply Grande with the owner's name and address, evidence that customer is authorized to grant access to the customer's premises on the owner's behalf, and (if needed) written consent from the owner of the customer's premises.

Customer is responsible for preventing the loss of or damage to Grande equipment placed on the customer's premises.

## 2. Limitation of Liability

Grande, its employees, agents, suppliers, wholesalers, vendors, officers, directors, representatives, and successors, are not liable for any loss or damage whatsoever to customer or any other person, firm or entity for any act or omission related in any manner whatsoever to Grande's provision of service, regardless of whether such service is listed in a price list.

In no event shall Grande, its employees, agents, officers, directors, representatives, and successors, be liable to customer or any other party for consequential or incidental damages of any kind or nature arising out of or in connection with any service provided, whether listed in a price list, or any installation, use, repair, performance, or removal of equipment, or other services in connection with the performance or failure to perform the obligations under a price list, including but not limited to, loss of profits or revenue, regardless of the foreseeability thereof. Only to the extent required by law, this section may not be applicable to Grande's gross negligence or willful misconduct.

### 3. Disclaimer of Warranties

ANY AND ALL WARRANTIES, WHETHER SUCH WARRANTIES ARE WRITTEN, ORAL, STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. IT IS EXPRESSLY AGREED THAT GRANDE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER ARISING OUT OF THE AGREEMENT IS LIMITED TO THOSE SET FORTH IN THIS PARAGRAPH. ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED.

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

# 4. Indemnification of Grande by Customer

In the event any claim, demand, lawsuit or liability is made or asserted against Grande, its employees, agents, suppliers, wholesalers, vendors, officers, directors, representatives, and successors, by any third party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of the customer or others, then, and in such event, customer shall indemnify, defend and hold harmless Grande, its employees, agents, suppliers, wholesalers, vendors, officers, directors, representatives, and successors, of and from any and all such claims, demands, causes of action and liability, including but without limitation, Grande's attorney's fees and court costs.

### 5. Miscellaneous Provisions

The failure of Grande to give notice of default or to enforce or insist upon compliance with: (1) any of the terms or conditions of the price list; (2) the waiver of any term or condition of a service agreement; (3) or the granting of an extension of time for performance, shall not constitute the permanent waiver of any such term or condition.

The provision of the service will not create a partnership or joint venture between the parties nor result in a joint communications service offering to the customers of either Grande or the customer.

If any part of any provision of this price list or any other agreement is determined to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this price list and the parties agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable. If any rate is determined to be higher than allowed under law, then the highest allowed rate shall be substituted therefor.

#### 6. Bundled Services

The Company will make available to Customers through contract, the ability to bundle local exchange service with enhanced services, long distance service and other competitive services.

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

# 7. Rates

Country	Code	City Code	NPA	Grande Retail Rates		
Afghanistan	93			\$0.59		
Albania	355		\$1.09			
Algeria	213			\$0.51		
American Samoa	684			\$0.37		
Andorra	376			\$0.59		
Angola	244			\$0.47		
Antarctica	672			\$2.46		
Argentina	54			\$0.15		
Argentina (Cell)	54	9		\$0.27		
Armenia	374			\$0.69		
Aruba	297			\$0.52		
Ascension Island	247			\$1.14		
Australia	61			\$0.08		
Australia (Cell)	61	07,1,4		\$1.85		
Austria	43			\$0.08		
Austria (Cell)	43	454,644,65-69, 710-711,740, 780,8-9		\$0.30		
Azerbaijan	994			\$0.69		
Bahrain	973			\$0.42		
Bangladesh	880			\$0.34		
Belarus	375			\$0.35		
Belgium	32			\$0.08		
Belgium (Cell)	32	47-49, 7		\$0.35		
Belize	501			\$0.58		
Benin	229			\$0.65		
Bhutan	975			\$1.02		
Bolivia	591			\$0.37		
Bosnia & Herzegovina	387			\$0.41		
Botswana	267			\$0.61		
Brazil	55			\$0.12		

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

Brazil (Cell)	55	007-009,017-019,027-029,037-039,047- 049,057-059,067-069,077-079,087-089,097- 099,107-110,117-119,127-129,137-139,147- 149,157-159,167-169,172,173,177- 179,182,187-189,197-199,207-209,217- 219,227-229,237-239,247-249,257-259,267- 269,277-279,287-289,297-299,307-309,317- 319,327-329,337-339,347-349,357-359,367- 369,377-379,387-389,397-399,407-409,417- 419,427-429,437-439,447-449,457-459,467- 469,477-479,487-489,497-499,507-509,517- 519,527-529,537-539,547-549,557-559,567- 569,577-579,587-589,597-599,607-609,617- 619,627-629,637-639,647-649,657- 659,664,667-669,677-679,687-689,697- 699,707-709,717-719,727-729,737-739,747- 749,757-759,767-769,777-779,787-789,797- 799,807-809,811,817-819,827-829,837- 839,847-849,857-859,867-869,877-879,887- 889,897-899,907-909,917-919,927-929,937- 939,947-949,957-959,967-969,977-979,987-	\$0.26
Brunei	673		\$0.52
Bulgaria	359		\$0.49
Burkina Faso	226		\$0.49
Burundi	257		\$0.40
Cambodia	855		\$0.78
Cameroon	237		\$0.49
Cape Verde Islands	238		\$0.82
Central African Republic	236		\$1.03
Chad	235		\$0.40
Chile	56		\$0.09
Chile (Cell)	56	1,300,568-600,68,69,8,9	\$0.34
China	86		\$0.07
Colombia	57		\$0.25
Comoros	269		\$1.12
Congo, Republic of	242		\$0.31
Cook Islands	682		\$1.66
Costa Rica	506		\$0.15
Croatia	385		\$0.49
Cuba	53		\$1.25
Cyprus Chack Depublic	357		\$0.28
Czech Republic  Denmark	420 45		\$0.41
Deninark	45	0.00.01.40.40.50.50.00.04.70	\$0.08
Denmark (Cell)	45	2,30,31,40-42,50-53,60-61,70- 72,77,81,88,90-92	\$0.30
Diego Garcia	246		\$1.79
Djibouti	253		\$0.96

Issued by:

East Timor	670		\$2.41
Ecuador	593		\$0.35
Egypt	20		\$0.41
El Salvador	503		\$0.29
	303	O a a Marita d Kin anda na	\$0.29
England		See United Kingdom	
Equatorial Guinea	240		\$0.57
Eritrea	291		\$0.89
Estonia	372		\$0.92
Ethiopia	251		\$1.00
Falkland Islands	500		\$1.21
Faroe Islands	298		\$0.53
Fiji Islands	679		\$1.03
Finland	358		\$0.08
Finland (Cell)	358	10,20,29,30,4,50,60,700-800	\$0.25
France	33		\$0.08
France (Cell)	33	36,6-8	\$0.28
French Antilles	596		\$0.82
French Guiana	594		\$0.83
French Polynesia	689		\$1.32
Gabon Republic	241		\$0.43
Gambia	220		\$0.63
Georgia	995		\$0.48
Germany	49		\$0.08
Germany (Cell)	49	1,32,700-701, 800,900	\$0.33
Ghana	233		\$0.52
Gibraltar	350		\$1.25
Greece	30		\$0.07
Greece (Cell)	30	69	\$0.32
Greenland	299		\$0.75
Guadeloupe	590		\$0.76
Guatemala	502		\$0.28
Guinea	224		\$0.82
Guinea - Bissau	245		\$1.67
Guyana	592		\$0.86
Haiti	509		\$0.55
Honduras	504		\$0.39
Hong Kong	852		\$0.08
Hungary	36		\$0.11
Hungary (Cell)	36	20,30, 31, 50,60,70	\$0.39
Iceland	354		\$0.64
India	91		\$0.29
Indonesia	62		\$0.38
INMARSAT SNAC B	870		\$8.99
INMARSAT A - Atlantic East	871		\$8.99
INMARSAT A - Atlantic West	874		\$8.99
INMARSAT A - Indian	873		\$8.99
INMARSAT A - Pacific	872		\$8.99
INMARSATA - PACIFIC	0/2		\$0.33

Issued by:

Iran	98		\$0.31
Iraq	964		\$0.44
Ireland	353		\$0.07
Ireland (Cell)	353	700, 76,8	\$0.32
Iridium	881	700, 70,0	\$7.95
Israel	972		\$0.30
Israel (Cell)	972	05, 151, 153, 5,6	\$0.35
Italy	39	00, 101, 100, 0,0	\$0.07
Italy (Cell)	39	3, 881	\$0.46
Ivory Coast	225	5, 551	\$0.73
Japan	81		\$0.08
Japan (Cell)	81	50,70,80,90	\$0.22
Jordan	962	0.01, 0.00,00	\$0.27
Kazakhstan	7	7	\$0.27
Kenya	254		\$0.44
Kiribati/Gilbert Is	686		\$1.16
Kuwait	965		\$0.32
Kyrgyzstan	996		\$0.43
Laos	856		\$0.17
Latvia	371		\$0.39
Lebanon	961		\$0.53
Lesotho	266		\$0.84
Liberia	231		\$0.59
Libya	218		\$0.78
Liechtenstein	423		\$0.09
Liechtenstein (Cell)	423	5-9	\$0.85
Lithuania	370		\$0.43
Luxembourg	352		\$0.07
Luxembourg (Cell)	352	021,028,0291,061,0621,0628,0661,0668, 068,0691,0698,091,098,21,28,291,6,91,98	\$0.31
Macau	853		\$0.23
Macedonia	389		\$0.21
Macedonia (Cell)	389	51,7	\$0.67
Madagascar	261		\$0.71
Malawi	265		\$0.49
Malaysia	60		\$0.11
Maldives Republic	960		\$0.66
Mali Republic	223		\$0.73
Malta Republic	356		\$0.62
Marshall Islands	692		\$0.74
Mauritania	222		\$0.62
Mauritius	230		\$0.38

Issued by:

Mexico Group 1	52	222,228,229,238,271,272,311,312,317,322, 33,341,351,352,353,356,374,378,384,392, 393,415,442,443,444,449,452,461,462,464, 469,472,473,474,475,477,481,492,55,595, 614,618,622,642,644,656,664,668,669,714, 722,728,733,735,744,755,758,771,775,777, 782,791,81,833,834,842,844,866,867,868, 871,899,921,951,981,999	\$0.09
Mexico Group 2	52	231,232,241,243,244,246,284,287,288,294, 313,314,323,324,325,354,381,389,427,434, 435,436,438,445,451,453,463,466,468,487, 488,494,498,591,597,612,613,615,616,623, 624,625,626,627,631,632,633,634,636,637, 638,639,641,645,646,647,648,653,661,662, 665,667,673,674,676,686,687,712,713,715, 721,726,727,732,734,736,741,742,747,753, 754,756,757,762,767,772,773,779,783,786, 821,823,826,828,829,831,836,841,861,862, 877,878,891,892,916,917,922,938,958,961, 962,965,967,968,971,983,986,987,993,997, 998	\$0.12
Mexico Group 3	52		\$0.18
Mexico (Cell)	52	1	\$0.35
Micronesia	691		\$0.53
Moldova	373		\$0.51
Monaco	377		\$0.09
Monaco (Cell)	377	40-43,46,48-49,6	\$0.35
Monaco (Cell-KFOR)	377	44,45,47	\$0.41
Mongolia	976		\$0.46
Montenegro	382		\$0.16
Morocco	212		\$0.66
Mozambique	258		\$0.61
Myanmar	95		\$0.93
Namibia	264		\$0.63
Nauru	674		\$1.64
Nepal	977		\$0.52
Netherlands	31		\$0.07
Netherlands (Cell)	31	6,8,9	\$0.35
Netherlands Antilles	599		\$0.34
New Caledonia	687		\$0.85
New Zealand	64		\$0.07
New Zealand (Cell)	64	2	\$0.33
Nicaragua	505		\$0.38
Niger Republic	227		\$0.57
Nigeria	234		\$0.43
North Ireland		See United Kingdom	
Niue Island	683		\$1.93
North Korea	850		\$1.52
Norway	47		\$0.07
Norway (Cell)	47	0-1,4-5,8-9	\$0.34
Oman	968		\$0.55

Issued by:

Pakistan	92		\$0.33
Palau - Republic of	680		\$1.30
Palestine Authority	970		\$0.32
Panama	507		\$0.29
Papua New Guinea	675		\$1.11
Paraguay	595		\$0.31
Peru	51		\$0.39
Philippines	63		\$0.20
Philippines (Cell)	63	817,88319,9	\$0.25
Poland	48		\$0.09
Poland (Cell)	48	1229,1239,1244,1347,50,51,530- 531,533,535,60,64,66,69,72,78-79,88,90	\$0.38
Portugal	351		\$0.08
Portugal (Cell)	351	169,189,470,6,8-9	\$0.29
Qatar	974		\$0.59
Reunion Island	262		\$0.83
Romania	40		\$0.19
Romania (Cell)	40	7-9	\$0.48
Russia	7	0-6,8,9	\$0.14
Rwanda	250		\$0.32
San Marino	378		\$0.27
Sao Tome	239		\$1.60
Saudi Arabia	966		\$0.49
Scotland		See United Kingdom	
Senegal Republic	221		\$0.47
Serbia	381		\$0.52
Seychelles Islands	248		\$0.43
Sierra Leone	232		\$0.65
Singapore	65		\$0.07
Slovak Republic - Slovakia	421		\$0.08
Slovak Republic (Cell)	421	6,8,9	\$0.36
Slovenia	386		\$0.74
Solomon Islands	677		\$1.20
Somalia	252		\$1.61
South Africa	27		\$0.36
South Korea	82		\$0.10
Spain	34		\$0.07
Spain (Cell)	34	51,6,80,90,940	\$0.26
Sri Lanka	94		\$0.37
St. Helena	290		\$3.20
St. Pierre/Miquelon	508		\$0.48
Sudan	249		\$0.46
Suriname	597		\$0.57
Swaziland	268		\$0.76
Sweden	46		\$0.07

Issued by:

		10,124,126-	
Sweden (Cell)	46	127,129,20,252,254,376,450,458,518- 519,592-593,595-596,665,673- 676,7,814710,900,939,944	\$0.30
Switzerland	41		\$0.07
Switzerland (Cell)	41	50,70,74,76-79,86	\$0.45
Syrian Arab Republic	963		\$0.89
Taiwan	886		\$0.09
Tajikistan	992		\$0.31
Tanzania	255		\$0.53
Thailand	66		\$0.09
Thuraya Satellite	882	16	\$8.99
Togo	228		\$1.10
Tokelau	690		\$1.46
Tonga Islands	676		\$0.47
Tunisia	216		\$0.49
Turkey	90		\$0.48
Turkmenistan	993		\$0.32
Tuvalu	688		\$1.85
Uganda	256		\$0.51
Ukraine	380		\$0.29
United Arab Emirates	971		\$0.40
United Kingdom	44		\$0.07
United Kingdom (Cell)	44	7	\$0.33
United Kingdom (Special Service)	44	0,112,118,3-6,8-9	\$0.33
Uruguay	598		\$0.39
Uzbekistan	998		\$0.23
Vanuatu - Republic of	678		\$2.37
Vatican City	379		\$0.10
Venezuela	58		\$0.14
Venezuela (Cell)	58	4	\$0.35
Vietnam	84		\$0.23
Wales		See United Kingdom	
Wallis & Futuna Islands	681		\$2.38
Western Samoa	685		\$1.03
Yemen Arab Republic	967		\$0.43
Congo - Democratic Republic of (Zaire)	243		\$0.64
Zambia	260		\$0.42
Zimbabwe	263		\$0.53

Issued by:

# OffShore, Canada, and North American Numbering Plan International Destinations

Country	Code	City Code	NPA	Grande Retail Rate
American Samoa			684	\$0.37
Anguilla			264	\$0.57
Antigua			268	\$0.30
Bahamas			242	\$0.17
Barbados			246	\$0.48
Bermuda			441	\$0.19
British Virgin Islands			284	\$0.45
Canada-Alberta (Calgary)			403	Domestic
Canada-British Columbia			778	Domestic
Canada-British Columbia (Victoria)			250	Domestic
Canada-Edmonton			780	Domestic
Canada-Manitoba			204	Domestic
Canada-Montreal Quebec			514	Domestic
Canada-Montreal Suburbs			450	Domestic
Canada-New Brunswick			506	Domestic
Canada-New Foundland			709	Domestic
Canada-Nova Scotia			902	Domestic
Canada-Ontario (416)			416	Domestic
Canada-Ontario (647)			647	Domestic
Canada-Ontario (905)			905	Domestic
Canada-Ontario (Edmonton)			289	Domestic
Canada-Ontario (London)			519	Domestic
Canada-Ontario (North Bay)			705	Domestic
Canada-Ontario (Thunder Bay)			807	Domestic
Canada-Ottawa			613	Domestic
Canada-Quebec			418	Domestic
Canada-Quebec (Sherbrooke)			819	Domestic
Canada-Saskatachewan			306	Domestic
Canada-Vancouver BC			604	Domestic
Canada-Yukon and NW Territories			867	Domestic
Cayman Islands			345	\$0.28
Dominica			767	\$0.42
Dominican Republic			809 829 849	\$0.19
Grenada			473	\$0.45
Guam			671	Domestic
Jamaica			876	\$0.44
Montserrat			664	\$0.38

ISSUED: June 3, 2011 EFFECTIVE: June 3, 2011

Issued by:

Puerto Rico		787 939	Domestic
Saipan (Northern Mariana Is)		670	Domestic
St. Kitts & Nevis		869	\$0.49
St. Lucia		758	\$0.45
St. Vincent/Grenadines		784	\$0.57
Trinidad & Tobago		868	\$0.35
Turks & Caicos		649	\$0.54
United States Virgin Islands		340	Domestic

Issued by: